



Glacier View Fire Protection District

Regular Meeting

APRIL 8, 2024

DRAFT Agenda

Call to Order – Roll Call

Confirm there are no changes to the Agenda

1. Secretary's Report: ACTION—Approval of Minutes of March 11 & 18, 2024. Included in Board Packet
2. Treasurer's Report: ACTION—Approval of Report. Included in Board Packet
3. Chief's Report: Included in Board Packet.
 - a) Monthly emergency activities
 - b) Progress on Lease/Purchase of Apparatus
4. CWPP-IT Report: Included in Board Packet

5. Committee Reports: Included in Board Packet

- a) Budget Committee
- b) District Administrator Committee

6. Unfinished Business

- a) IT Upgrade Report

7. New Business

8. Public Comment

During Public Comment there will be three minutes per person. The Board cannot enter into a discussion about an item. If the Board feels the item needs to move forward it will then be put on a future agenda. For clarification, a member of the public should identify themselves, including who they are representing (e.g., community member, GVM HOA member, etc.).

9. Director Comments

10. Adjournment



Glacier View Fire Protection District

April 2024

Chief's Report

- GVFD ran 13 calls in March. 9 medicals, 1 wildland fire, 1 prescribed burn, 1 structure fire and 1 smoke report
- Station 1 propane line fire update. A large amount of snow fell from the roof, damaging the propane regulator. We are not sure where the spark came from that started it on fire, but it is fixed and working properly again. We did not turn it into insurance due to the small cost to fix. This had happened a few years ago, and they put snow stoppers on the roof to try to keep the snow from falling and damaging the regulator. We are looking into other options to keep this from happening again.
- Grant update:
 - DFPC PPE grant– We received over \$18,000 from DFPC for 7 sets of bunker gear at 100% pay from DFPC. **Need board action** to approve acceptance of the grant.
 - Larimer County grant has been applied for.
 - Firehouse Subs grant – no update.
 - We are working on a CREATE grant to send a few members to become EMTs.
- With the snow that we received in March, we were able to burn 2 slash piles in GVM with the help of the Larimer County Emergency Services wildland crew. This gives us a good spot to use for the curtain burner project at the end of April.
- We had several medical calls during the snow storm in early March. Our members did a great job running the calls, they did really good with getting people out from their houses to the ambulance through the snow using the Squads and UTV's.

- Our office printer / copier quit working, so we purchased a new one. With the old printer, we had to have a subscription for ink purchases that charged us frequently. We do not have the subscription anymore, which will save us money in the long run.
- Tom Hausfeld and I met with Camille from the Larimer County Office of Emergency Management, and we will be working together to plan an evacuation drill in early August. This was a preliminary meeting to get ideas and dates out for the drill, but OEM has already said that they will pay for it. I will update as available.
- Our insurance premium payment is due. Does the Board wish to make changes or can we keep our coverage the same. **Board Action requested.**
- The paperwork has been sent to Anderson and Whitney for the Audit Exemption.
- Easter Egg hunt – will give an update.
- Bridget and I will be gone April 28-May 7. An Assistant Chief will be Acting Chief during that time, I will email out with details later this month. I will be back in time for the May Board Meeting.
- Old PPE disposal – We have 10 pairs of structure boots, a set of bunker pants, and 3 wildland shirts that are out of date to dispose of. I would like to get board permission to properly dispose these items. They will be donated or put in the trash as appropriate. **Board Action requested.**
- Cards – Has the old Administrator Credit Card been deactivated, and is she removed from the bank account? How would you like to move forward with it – should we wait to get a permanent administrator before getting a credit card for them or would you like to get one for the temp? Also, who is authorized on the bank account, and do we need to make any changes?

Respectfully submitted,

Dan Knox – GVFD Chief



Glacier View Fire Protection District

April 2024

Treasurer's Report

GLACIER VIEW FIRE PROTECTION DISTRICT

Balance Sheet

As of March 31, 2024

Mar 31, 24

ASSETS

Current Assets

Checking/Savings

106 · Operating Account 352,497.61

116 · Money Market Account 537,178.17

Total Checking/Savings 889,675.78

Other Current Assets

145 · Grants Receivable 7,526.00

Total Other Current Assets 7,526.00

Total Current Assets 897,201.78

Fixed Assets

152 · Building 304,013.86

154 · Fire Fighting Equipment 189,337.44

164 · Trucks 733,147.40

185 · Accumulated Depreciation -857,056.24

Total Fixed Assets 369,442.46

TOTAL ASSETS 1,266,644.24

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

240 · Payroll Liabilities 244.32

Total Other Current Liabilities 244.32

Total Current Liabilities 244.32

Total Liabilities 244.32

Equity

300 · Fund Balance 769,046.23

32000 · Retained Earnings 342,536.83

Net Income 154,816.86

Total Equity 1,266,399.92

TOTAL LIABILITIES & EQUITY 1,266,644.24

GLACIER VIEW FIRE PROTECTION DISTRICT

Profit & Loss Detail

March 2024

	Type	Date	Num	Name	Memo	Split	Amount	Balance
Ordinary Income/Expense								
Income								
401 · Property Taxes								
	Deposit	03/11/2024	DEP	Larimer County Treasury		106 · Operatin	138,010.23	138,010.23
Total 401 · Property Taxes							138,010.23	138,010.23
402 · Auto Taxes								
	Deposit	03/11/2024	DEP	Larimer County Treasury		106 · Operatin	2,281.20	2,281.20
Total 402 · Auto Taxes							2,281.20	2,281.20
403 · Bldg Levy								
	Deposit	03/11/2024	DEP	Larimer County Treasury		106 · Operatin	15,115.40	15,115.40
Total 403 · Bldg Levy							15,115.40	15,115.40
420 · Donations								
	Deposit	03/20/2024		Rebecca Weeder	Donation	106 · Operatin	1,000.00	1,000.00
	Deposit	03/20/2024	DEP	Francis A Feist	Donation	106 · Operatin	352.00	1,352.00
	Deposit	03/20/2024	DEP	Francis A Feist	Donation	106 · Operatin	34.77	1,386.77
	Deposit	03/20/2024		Community Founda	Donation for	106 · Operatin	2,500.00	3,886.77
Total 420 · Donations							3,886.77	3,886.77
421 · Fund Raising								
	Deposit	03/20/2024		Kroger - King Sloop	reimb memb	106 · Operatin	315.23	315.23
Total 421 · Fund Raising							315.23	315.23
Total Income							159,608.83	159,608.83
Expense								
502 · Accounting								
	Check	03/07/2024	3228	Anderson & Whitne	Acctg Consu	106 · Operatin	0.00	0.00
	Check	03/07/2024	3228	Anderson & Whitne	Client ID 072	106 · Operatin	78.75	78.75
Total 502 · Accounting							78.75	78.75
503 · Office PC/Printer Supplies								
	Check	03/07/2024	3229	Rocky Mountain Co	Invoice #24-	106 · Operatin	366.50	366.50
	Check	03/28/2024	3241	Rocky Mountain Co	Invoice #24-	106 · Operatin	366.50	733.00
	Check	03/28/2024	3242	First Bank	Statement cl	106 · Operatin	123.00	856.00
Total 503 · Office PC/Printer Supplies							856.00	856.00
505 · Admin - Supplies								
513 · Telephone Expense								
	Check	03/12/2024	EFT	Century Link		106 · Operatin	201.24	201.24
	Check	03/20/2024	EFT	Century Link		106 · Operatin	66.26	267.50
Total 513 · Telephone Expense							267.50	267.50
505 · Admin - Supplies - Other								
	Check	03/07/2024	3227	Personnel Concepts	Invoice #935	106 · Operatin	214.90	214.90
Total 505 · Admin - Supplies - Other							214.90	214.90
Total 505 · Admin - Supplies							482.40	482.40
510 · LCT Fees								
	Deposit	03/11/2024	DEP	Larimer County Treasury		106 · Operatin	3,062.76	3,062.76
Total 510 · LCT Fees							3,062.76	3,062.76

GLACIER VIEW FIRE PROTECTION DISTRICT

Profit & Loss Detail

March 2024

Type	Date	Num	Name	Memo	Split	Amount	Balance
520 · Payroll Tax Expense							
Paychec	03/20/2024	3234	Edwin V Sather Jr.		106 · Operatin	0.00	0.00
Paychec	03/20/2024	3234	Edwin V Sather Jr.		106 · Operatin	32.59	32.59
Paychec	03/20/2024	3234	Edwin V Sather Jr.		106 · Operatin	7.62	40.21
Paychec	03/20/2024	3234	Edwin V Sather Jr.		106 · Operatin	0.00	40.21
Paychec	03/20/2024	3235	Edwin V Sather Jr.		106 · Operatin	0.00	40.21
Paychec	03/20/2024	3235	Edwin V Sather Jr.		106 · Operatin	32.60	72.81
Paychec	03/20/2024	3235	Edwin V Sather Jr.		106 · Operatin	7.63	80.44
Paychec	03/20/2024	3235	Edwin V Sather Jr.		106 · Operatin	0.00	80.44
Total 520 · Payroll Tax Expense						80.44	80.44
525 · Payroll and Benefits							
Paychec	03/20/2024	3234	Edwin V Sather Jr.		106 · Operatin	525.69	525.69
Paychec	03/20/2024	3235	Edwin V Sather Jr.		106 · Operatin	525.69	1,051.38
Total 525 · Payroll and Benefits						1,051.38	1,051.38
531 · Facilities							
532 · Building Maintenance							
Check	03/28/2024	3238	JR Fabrication LLC	Invoice 1201	106 · Operatin	600.00	600.00
Total 532 · Building Maintenance						600.00	600.00
533 · Building Capital							
Deposit	03/20/2024	DEP	Weld County Govt F Refund for G		106 · Operatin	-1,800.00	-1,800.00
Deposit	03/20/2024	DEP	Weld County Govt F Refund for G		106 · Operatin	-1,340.00	-3,140.00
Total 533 · Building Capital						-3,140.00	-3,140.00
Total 531 · Facilities						-2,540.00	-2,540.00
540 · Communications							
Check	03/07/2024	3231	ESO Solutions, Inc	Invoice #ES	106 · Operatin	2,657.50	2,657.50
Total 540 · Communications						2,657.50	2,657.50
570 · EMS Supplies							
Check	03/07/2024	3230	Life-Assist	Invoice #140	106 · Operatin	490.47	490.47
Total 570 · EMS Supplies						490.47	490.47
600 · Stations							
636 · Utilities-Electric							
Check	03/07/2024	EFT	Poudre Valley REA		106 · Operatin	183.13	183.13
Check	03/07/2024	EFT	Poudre Valley REA		106 · Operatin	24.50	207.63
Total 636 · Utilities-Electric						207.63	207.63
Total 600 · Stations						207.63	207.63
601 · Fire Fighting Supplies							
606 · Wildland Gear							
Check	03/28/2024	3237	The Supply Cache	Invoice 3235	106 · Operatin	409.95	409.95
Total 606 · Wildland Gear						409.95	409.95
607 · Personal Protection Equip							
Check	03/28/2024	3240	ROI Fire & Ballistic	Invoice # 20	106 · Operatin	379.00	379.00
Check	03/28/2024	3242	First Bank	Statement cl	106 · Operatin	199.90	578.90
Total 607 · Personal Protection Equip						578.90	578.90

GLACIER VIEW FIRE PROTECTION DISTRICT
Profit & Loss Detail

March 2024

	Type	Date	Num	Name	Memo	Split	Amount	Balance
Total 601 · Fire Fighting Supplies							988.85	988.85
625 · FF Miscellaneous Expense								
	Check	03/07/2024	CHK	First Bank		106 · Operatin	1,774.25	1,774.25
Total 625 · FF Miscellaneous Expense							1,774.25	1,774.25
660 · Vehicles								
662 · Fuel Expense								
	Check	03/28/2024	3239	Glacier View Meadc Invoice #198		106 · Operatin	212.25	212.25
Total 662 · Fuel Expense							212.25	212.25
Total 660 · Vehicles							212.25	212.25
665 · Apparatus Prurchase								
	Check	03/20/2024	3233	NCL Government C Type 1 truck		106 · Operatin	500.00	500.00
Total 665 · Apparatus Prurchase							500.00	500.00
710 · Alliance - Wildfire Protection								
716 · Alliance - Legal								
	Check	03/07/2024	3226	Ireland Stapleton	Bill Number	106 · Operatin	327.00	327.00
	Check	03/28/2024	3236	Ireland Stapleton	Bill Number	106 · Operatin	142.00	469.00
Total 716 · Alliance - Legal							469.00	469.00
Total 710 · Alliance - Wildfire Protection							469.00	469.00
Total Expense							10,371.68	10,371.68
							149,237.15	149,237.15
Other Income								
441 · MM interest income								
	Deposit	03/13/2024	DEP		Interest	116 · Money IV	1,979.51	1,979.51
Total 441 · MM interest income							1,979.51	1,979.51
Total Other Income							1,979.51	1,979.51
							1,979.51	1,979.51
							151,216.66	151,216.66

GLACIER VIEW FIRE PROTECTION DISTRICT
Check Detail
March 2024

Check Over \$1000

Type	Num	Date	Name	Account	Amount
March 2024					
Check	CHK	03/07/2024	First Bank	106 · Operating Account	-1,774.25
Check	3231	03/07/2024	ESO Solutions 540	540 Communications	-2,657.50
TOTAL					-4,431.75

Glacier View Fire Protection District

First Bank - Visa

Mar-24

Type	Date	Num	Name	Memo	Account	Class	Amount
Check	03/07/2024	EFT	First Bank		106 · Operating Account		-1,774.25
			First Bank	HP Ink	503 · Office PC/Printer Suppli		25.91
			First Bank	CBI Background Check Rains	570 · EMS Supplies		4.00
			First Bank	Streamline	503 · Office PC/Printer Suppli		63.00
			First Bank	Google Storage	503 · Office PC/Printer Suppli		1.99
			First Bank	Microsoft	503 · Office PC/Printer Suppli		99.99
			First Bank	Payroll EE Cheryl Franz	503 · Office PC/Printer Suppli		12.00
			First Bank	National Registry EMT Dan Kr	570 · EMS Supplies		25.00
			First Bank	CBI Online Background Checl	506 · FF Administration		4.00
			First Bank	HP Ink	503 · Office PC/Printer Suppli		25.91
			First Bank	Streamline	503 · Office PC/Printer Suppli		63.00
			First Bank	Google Storage	503 · Office PC/Printer Suppli		1.99
			First Bank	Amazon - Helmets	607 · Personal Protection Equ		399.80
			First Bank	CBI Background Check Feller	506 · FF Administration		6.00
			First Bank	Home Depot - Fire Alarms	531 · Facilities		107.99
			First Bank	UPS Store - Handbook and S	506 · FF Administration		435.89
			First Bank	King Soopers - Station Water/	506 · FF Administration		103.16
			First Bank	Firehouse Subs- Thurs. Traini	530 · Appreciation		181.67
			First Bank	King Soopers-Sat. Training Lu	530 · Appreciation		110.77
			First Bank	UPS Store - Run Order Signs	506 · FF Administration		64.82
			First Bank	Late Fee Charged by First Bai	503 · Office PC/Printer Suppli		17.36
			First Bank	Late Fee Charged by First Bai	503 · Office PC/Printer Suppli		20.00
Check	03/28/2024	3242	First Bank	Statement closing March 15th	106 · Operating Account		-322.90
			First Bank	Amazon - Password Book	503 · Office PC/Printer Suppli		13.99
			First Bank	Streamline	503 · Office PC/Printer Suppli		63.00
			First Bank	Google Storage	503 · Office PC/Printer Suppli		1.99
			First Bank	HP Ink	503 · Office PC/Printer Suppli		29.03
			First Bank	Amazon - 2nd Password Book	503 · Office PC/Printer Suppli		14.99
			First Bank	Amazon - Vertex Helmets	607 · Personal Protection Equ		199.90

GLACIER VIEW FIRE PROTECTION DISTRICT
Profit & Loss Budget vs. Actual
 March 2024

	<u>Mar 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
401 · Property Taxes	138,010.23	140,000.00	-1,989.77	98.58%
402 · Auto Taxes	2,281.20	1,500.00	781.20	152.08%
403 · Bldg Levy	15,115.40	15,000.00	115.40	100.77%
415 · Contract & Agreements	0.00	100.00	-100.00	0.0%
420 · Donations	3,886.77	1,000.00	2,886.77	388.68%
421 · Fund Raising	315.23	337.00	-21.77	93.54%
422 · Equipment Grant	0.00	0.00	0.00	0.0%
424 · FACA Income	0.00	0.00	0.00	0.0%
425 · Firewise Donations	0.00	0.00	0.00	0.0%
430 · Equipment / Land Sales	0.00	0.00	0.00	0.0%
440 · Interest Income	0.00	400.00	-400.00	0.0%
450 · Miscellaneous/Reimb Income	0.00	50.00	-50.00	0.0%
Total Income	<u>159,608.83</u>	<u>158,387.00</u>	<u>1,221.83</u>	<u>100.77%</u>
Expense				
502 · Accounting	78.75	250.00	-171.25	31.5%
503 · Office PC/Printer Supplies	856.00	1,000.00	-144.00	85.6%
505 · Admin - Supplies				
513 · Telephone Expense	267.50	270.00	-2.50	99.07%
505 · Admin - Supplies - Other	214.90	100.00	114.90	214.9%
Total 505 · Admin - Supplies	<u>482.40</u>	<u>370.00</u>	<u>112.40</u>	<u>130.38%</u>
506 · FF Administration	0.00	100.00	-100.00	0.0%
509 · Bldg Interest	0.00	0.00	0.00	0.0%
510 · LCT Fees	3,062.76	2,430.00	632.76	126.04%
515 · General Insurance	0.00	2,250.00	-2,250.00	0.0%
516 · Pinnacol Insurance - Expense	0.00	0.00	0.00	0.0%
517 · Firewise Expense	0.00	0.00	0.00	0.0%
520 · Payroll Tax Expense	80.44	227.00	-146.56	35.44%
521 · State Tax Withholding	0.00	0.00	0.00	0.0%
522 · FF/EMS Reimbursement	0.00	0.00	0.00	0.0%
525 · Payroll and Benefits	1,051.38	1,500.00	-448.62	70.09%
526 · Legal Expense	0.00	250.00	-250.00	0.0%
527 · Newsletter	0.00	0.00	0.00	0.0%
528 · Election Costs	0.00	0.00	0.00	0.0%
530 · Appreciation	0.00	0.00	0.00	0.0%
531 · Facilities				
532 · Building Maintenance	600.00	0.00	600.00	100.0%
533 · Building Capital	-3,140.00	0.00	-3,140.00	100.0%
531 · Facilities - Other	0.00	350.00	-350.00	0.0%
Total 531 · Facilities	<u>-2,540.00</u>	<u>350.00</u>	<u>-2,890.00</u>	<u>-725.71%</u>
540 · Communications	2,657.50	0.00	2,657.50	100.0%

GLACIER VIEW FIRE PROTECTION DISTRICT Profit & Loss Budget vs. Actual

	<u>March 2024</u>		<u>\$ Over Budget</u>	<u>% of Budget</u>
	<u>Mar 24</u>	<u>Budget</u>		
570 · EMS Supplies	490.47	0.00	490.47	100.0%
600 · Stations				
636 · Utilities-Electric	207.63	250.00	-42.37	83.05%
637 · Utilities - Propane	0.00	0.00	0.00	0.0%
638 · Pest Control - Trash	0.00	0.00	0.00	0.0%
600 · Stations - Other	0.00	0.00	0.00	0.0%
Total 600 · Stations	207.63	250.00	-42.37	83.05%
601 · Fire Fighting Supplies				
605 · FF Station Supplies	0.00	333.00	-333.00	0.0%
606 · Wildland Gear	409.95	0.00	409.95	100.0%
607 · Personal Protection Equip	578.90	833.00	-254.10	69.5%
601 · Fire Fighting Supplies - Other	0.00	0.00	0.00	0.0%
Total 601 · Fire Fighting Supplies	988.85	1,166.00	-177.15	84.81%
625 · FF Miscellaneous Expense	1,774.25	0.00	1,774.25	100.0%
626 · FF - Wildland Fire Expense	0.00	0.00	0.00	0.0%
630 · Pension Trust Expense	0.00	456.00	-456.00	0.0%
631 · Pension Contribution	0.00	0.00	0.00	0.0%
650 · Training				
651 · EMS Training	0.00	0.00	0.00	0.0%
652 · FF Training	0.00	275.00	-275.00	0.0%
654 · Admin Staff & Board Training	0.00	0.00	0.00	0.0%
650 · Training - Other	0.00	0.00	0.00	0.0%
Total 650 · Training	0.00	275.00	-275.00	0.0%
660 · Vehicles				
662 · Fuel Expense	212.25	333.00	-120.75	63.74%
668 · R&M 1995 Pierce International	0.00	0.00	0.00	0.0%
669 · R&M 1992 Int'l Tender 1	0.00	0.00	0.00	0.0%
670 · R&M 2007 Ford Tender 2	0.00	0.00	0.00	0.0%
671 · 2011 CHEV Tahoe - Squad 1	0.00	0.00	0.00	0.0%
672 · R&M 2009 Chev - Squad 2	0.00	0.00	0.00	0.0%
674 · R&M 1996 Ford Ambulance R1	0.00	0.00	0.00	0.0%
676 · R&M 2010 Dodge Ambulance R3	0.00	0.00	0.00	0.0%
677 · R&M 2013 Polaris UTV E705	0.00	0.00	0.00	0.0%
678 · R&M Polaris UTV E706	0.00	0.00	0.00	0.0%
691 · R&M 2013 Dodge Engine 501	0.00	0.00	0.00	0.0%
692 · R&M 2013 Dodge Engine 502	0.00	0.00	0.00	0.0%
693 · R&M Skidster	0.00	0.00	0.00	0.0%
694 · R&M Skidster Trailer	0.00	0.00	0.00	0.0%
695 · R&M E302	0.00	0.00	0.00	0.0%
660 · Vehicles - Other	0.00	0.00	0.00	0.0%
Total 660 · Vehicles	212.25	333.00	-120.75	63.74%
665 · Apparatus Prurchase	500.00	400.00	100.00	125.0%
698 · Equipment Purchase	0.00	1,250.00	-1,250.00	0.0%

GLACIER VIEW FIRE PROTECTION DISTRICT Profit & Loss Budget vs. Actual

	<u>March 2024</u>		<u>\$ Over Budget</u>	<u>% of Budget</u>
	<u>Mar 24</u>	<u>Budget</u>		
700 · Unplanned Grant Share	0.00	0.00	0.00	0.0%
710 · Alliance - Wildfire Protection				
711 · Clothing/Support/PPE	0.00	0.00	0.00	0.0%
712 · Educational Materials	0.00	0.00	0.00	0.0%
713 · Firewise Event	0.00	0.00	0.00	0.0%
714 · Grant Match	0.00	0.00	0.00	0.0%
715 · Newsletter	0.00	0.00	0.00	0.0%
716 · Alliance - Legal	469.00	50.00	419.00	938.0%
717 · Training/Conference	0.00	0.00	0.00	0.0%
718 · Liability Insurance	0.00	0.00	0.00	0.0%
710 · Alliance - Wildfire Protection - Oti	0.00	0.00	0.00	0.0%
Total 710 · Alliance - Wildfire Protection	<u>469.00</u>	<u>50.00</u>	<u>419.00</u>	<u>938.0%</u>
Total Expense	<u>10,371.68</u>	<u>12,907.00</u>	<u>-2,535.32</u>	<u>80.36%</u>
Net Ordinary Income	<u>149,237.15</u>	<u>145,480.00</u>	<u>3,757.15</u>	<u>102.58%</u>
Other Income/Expense				
Other Income				
441 · MM interest income	1,979.51			
Total Other Income	<u>1,979.51</u>			
Net Other Income	<u>1,979.51</u>			
Net Income	<u><u>151,216.66</u></u>	<u><u>145,480.00</u></u>	<u><u>5,736.66</u></u>	<u><u>103.94%</u></u>

GLACIER VIEW FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

January through December 2024

	Jan - Dec 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
401 · Property Taxes	138,806.96	442,670.00	-303,863.04	31.36%
402 · Auto Taxes	6,286.14	15,000.00	-8,713.86	41.91%
403 · Bldg Levy	15,202.66	48,483.00	-33,280.34	31.36%
415 · Contract & Agreements	0.00	1,000.00	-1,000.00	0.0%
420 · Donations	4,639.77	5,000.00	-360.23	92.8%
421 · Fund Raising	315.23	1,000.00	-684.77	31.52%
422 · Equipment Grant	0.00	6,000.00	-6,000.00	0.0%
424 · FACA Income	0.00	700.00	-700.00	0.0%
425 · Firewise Donations	0.00	500.00	-500.00	0.0%
430 · Equipment / Land Sales	0.00	0.00	0.00	0.0%
440 · Interest Income	0.00	400.00	-400.00	0.0%
450 · Miscellaneous/Reimb Income	85.00	500.00	-415.00	17.0%
Total Income	165,335.76	521,253.00	-355,917.24	31.72%
Expense				
502 · Accounting	78.75	4,000.00	-3,921.25	1.97%
503 · Office PC/Printer Supplies	1,222.50	6,700.00	-5,477.50	18.25%
505 · Admin - Supplies				
513 · Telephone Expense	802.82	3,500.00	-2,697.18	22.94%
505 · Admin - Supplies - Other	214.90	2,000.00	-1,785.10	10.75%
Total 505 · Admin - Supplies	1,017.72	5,500.00	-4,482.28	18.5%
506 · FF Administration	0.00	2,000.00	-2,000.00	0.0%
509 · Bldg Interest	0.00	0.00	0.00	0.0%
510 · LCT Fees	3,080.44	7,000.00	-3,919.56	44.01%
515 · General Insurance	0.00	16,700.00	-16,700.00	0.0%
516 · Pinnacol Insurance - Expense	0.00	3,000.00	-3,000.00	0.0%
517 · Firewise Expense	0.00	0.00	0.00	0.0%
520 · Payroll Tax Expense	227.51	2,831.00	-2,603.49	8.04%
521 · State Tax Withholding	0.00	0.00	0.00	0.0%
522 · FF/EMS Reimbursement	8,115.00	20,000.00	-11,885.00	40.58%
525 · Payroll and Benefits	2,878.26	37,000.00	-34,121.74	7.78%
526 · Legal Expense	0.00	5,000.00	-5,000.00	0.0%
527 · Newsletter	0.00	1,500.00	-1,500.00	0.0%
528 · Election Costs	0.00	0.00	0.00	0.0%
530 · Appreciation	43.96	4,000.00	-3,956.04	1.1%
531 · Facilities				
532 · Building Maintenance	1,260.50	0.00	1,260.50	100.0%
533 · Building Capital	-3,140.00	0.00	-3,140.00	100.0%
531 · Facilities - Other	0.00	10,000.00	-10,000.00	0.0%
Total 531 · Facilities	-1,879.50	10,000.00	-11,879.50	-18.8%
540 · Communications	2,657.50	4,000.00	-1,342.50	66.44%

GLACIER VIEW FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

January through December 2024

	Jan - Dec 24	Budget	\$ Over Budget	% of Budget
570 · EMS Supplies	490.47	2,500.00	-2,009.53	19.62%
600 · Stations				
636 · Utilities-Electric	630.98	3,000.00	-2,369.02	21.03%
637 · Utilities - Propane	0.00	7,000.00	-7,000.00	0.0%
638 · Pest Control - Trash	0.00	0.00	0.00	0.0%
600 · Stations - Other	0.00	0.00	0.00	0.0%
Total 600 · Stations	630.98	10,000.00	-9,369.02	6.31%
601 · Fire Fighting Supplies				
605 · FF Station Supplies	0.00	4,000.00	-4,000.00	0.0%
606 · Wildland Gear	409.95	5,000.00	-4,590.05	8.2%
607 · Personal Protection Equip	578.90	10,000.00	-9,421.10	5.79%
601 · Fire Fighting Supplies - Other	0.00	0.00	0.00	0.0%
Total 601 · Fire Fighting Supplies	988.85	19,000.00	-18,011.15	5.2%
625 · FF Miscellaneous Expense	1,774.25	0.00	1,774.25	100.0%
626 · FF - Wildland Fire Expense	0.00	10,000.00	-10,000.00	0.0%
630 · Pension Trust Expense	0.00	1,500.00	-1,500.00	0.0%
631 · Pension Contribution	0.00	5,900.00	-5,900.00	0.0%
650 · Training				
651 · EMS Training	20.00	6,000.00	-5,980.00	0.33%
652 · FF Training	0.00	6,000.00	-6,000.00	0.0%
654 · Admin Staff & Board Training	0.00	4,000.00	-4,000.00	0.0%
650 · Training - Other	0.00	0.00	0.00	0.0%
Total 650 · Training	20.00	16,000.00	-15,980.00	0.13%
660 · Vehicles				
662 · Fuel Expense	672.88	4,000.00	-3,327.12	16.82%
668 · R&M 1995 Pierce International	0.00	0.00	0.00	0.0%
669 · R&M 1992 Int'l Tender 1	0.00	0.00	0.00	0.0%
670 · R&M 2007 Ford Tender 2	0.00	0.00	0.00	0.0%
671 · 2011 CHEV Tahoe - Squad 1	0.00	0.00	0.00	0.0%
672 · R&M 2009 Chev - Squad 2	0.00	0.00	0.00	0.0%
674 · R&M 1996 Ford Ambulance R1	0.00	0.00	0.00	0.0%
676 · R&M 2010 Dodge Ambulance R3	0.00	0.00	0.00	0.0%
677 · R&M 2013 Polaris UTV E705	0.00	0.00	0.00	0.0%
678 · R&M Polaris UTV E706	0.00	0.00	0.00	0.0%
691 · R&M 2013 Dodge Engine 501	0.00	0.00	0.00	0.0%
692 · R&M 2013 Dodge Engine 502	485.34	0.00	485.34	100.0%
693 · R&M Skidster	0.00	0.00	0.00	0.0%
694 · R&M Skidster Trailer	0.00	0.00	0.00	0.0%
695 · R&M E302	0.00	0.00	0.00	0.0%
660 · Vehicles - Other	0.00	0.00	0.00	0.0%
Total 660 · Vehicles	1,158.22	4,000.00	-2,841.78	28.96%
665 · Apparatus Prurchase	500.00	5,000.00	-4,500.00	10.0%
698 · Equipment Purchase	0.00	15,000.00	-15,000.00	0.0%

GLACIER VIEW FIRE PROTECTION DISTRICT
Profit & Loss Budget vs. Actual
 January through December 2024

	<u>Jan - Dec 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
700 · Unplanned Grant Share	0.00	0.00	0.00	0.0%
710 · Alliance - Wildfire Protection				
711 · Clothing/Support/PPE	0.00	1,000.00	-1,000.00	0.0%
712 · Educational Materials	0.00	1,500.00	-1,500.00	0.0%
713 · Firewise Event	0.00	1,000.00	-1,000.00	0.0%
714 · Grant Match	0.00	10,000.00	-10,000.00	0.0%
715 · Newsletter	0.00	1,500.00	-1,500.00	0.0%
716 · Alliance - Legal	469.00	500.00	-31.00	93.8%
717 · Training/Conference	0.00	2,200.00	-2,200.00	0.0%
718 · Liability Insurance	0.00	500.00	-500.00	0.0%
710 · Alliance - Wildfire Protection - Other	0.00	0.00	0.00	0.0%
Total 710 · Alliance - Wildfire Protection	469.00	18,200.00	-17,731.00	2.58%
Total Expense	23,473.91	236,331.00	-212,857.09	9.93%
Net Ordinary Income	141,861.85	284,922.00	-143,060.15	49.79%
Other Income/Expense				
Other Income				
441 · MM interest income	6,077.06			
Total Other Income	6,077.06			
Net Other Income	6,077.06			
Net Income	147,938.91	284,922.00	-136,983.09	51.92%

Glacier View Fire Protection District
 Donations
 March 2024

Type	Date	Num	Name	Memo	Split	Amount	Balance
420 - Donations							
Deposit	03/20/2024	DEP	Rebecca Weeder	Donation	106 - Operatir	1,000.00	1,000.00
Deposit	03/20/2024	DEP	Francis A Feist	Donation	106 - Operatir	352.00	1,352.00
Deposit	03/20/2024	DEP	Francis A Feist	Donation	106 - Operatir	34.77	1,386.77
Deposit	03/20/2024	DEP	Community Foundation of N. CO	Donation	1106 - Operatir	2,500.00	3,886.77
Total 420 - Donations						3,886.77	3,886.77



Glacier View Fire Protection District

April 2024

CWPP-IT Report

Glacier View Fire Protection District
Community Wildfire Protection Plan Implementation Team
CWPP IT
April Monthly Report to the GVFPD Board

April 4, 2024

The Volunteer Task Force met with Dino Ross on Wednesday, April 3 to discuss the legal review from him and Michelle Ferguson. Dino said the draft Member Handbook “ensures government immunity”, and he believes that GVFPD should be able to obtain CGL insurance. Chief Knox said that he would contact our insurance agent to verify insurance coverage. Dino said the Non-Emergency Members would not have Workers Compensation coverage. Tom Hausfeld said that would not be an issue for Non-Emergency Members.

Michelle, via email, had four recommendations for edits:

- Are the CWPP Coordinator and Non-Emergency Responder Team Coordinator positions volunteer? If so, we should state that in the definitions. If you have not already, I also recommend you prepare position descriptions for these roles.
- The definition of “member” has been deleted yet that term still appears throughout the Handbook. As such, I think we need to consider adding it back in and clarifying that it means “all employees and all volunteers, including any CWPP or non-emergency. Where the Handbook is meant to address only non-emergency or emergency volunteers, we can separate those classes of volunteers.
- The CWPP Coordinator process refers to “members” as well so clarifying the definition of member will be important.
- The Expense Reimbursement section only refers to Emergency Response Members. Will you not be providing any expense reimbursement to other volunteers? (This is fine not to do so, but just want to make sure we are clear and thinking through whether there may be a time when such expenses are reimbursed for Non-Emergency volunteers).

All of these recommendations have been incorporated into the newest draft, which will be included in the Board Meeting Package, and brought to the Board April 8 for approval. Expense Reimbursement for Emergency calls will only pertain to Emergency Response Members, but other expenses can be reimbursed for Non-Emergency Responders. This should close the activity of the Volunteer Task Force.

CWPP IT tried again to use the Fire Chief Zoom account for a meeting, and failed for not having the host email and password. We will try again next month.

CMV is working with the Larimer County Sheriff's Office, Larimer County Office of Emergency Management, Loveland Fire Department, and Big Thompson Watershed to make use of their Air Curtain Burner (ACB). This event is planned for April 26 and 27, with a bad weather date the following weekend. GVFPD Operations will support this activity. Matching grant funds in the CWPP IT 2024 budget would be used to cover any expenses not fully covered by grant money.

CMV also received a grant of \$500 from the Larimer County Office of Emergency Management to help support our Firewise event.

The CWPP IT Ambassadors had a refresher training session with Raina Eshleman of the LCSO Wildfire Partners Program on April 4, at the firehouse. Ambassadors will be able to use the

three iPads purchased with a grant from Fire Adapted Colorado. They will contact GVFPD property owners that have requested Wildfire Assessments to schedule visits.

SOG's have been drafted for the CWPP IT Ambassador Program, and for CWPP IT Membership. Both have been submitted to Chief Knox for approval.

Sue Hewitt has volunteered to create a trifold brochure to describe the CWPP IT Ambassador Program. She will use the Poudre Canyon brochure as a model. This brochure will be used to educate property owners on the Ambassador Program, and for recruitment.

The 2024 Firewise educational event has been scheduled for June 15, at the Firehouse. GVFPD Operations will support setup and teardown. Paul Burek of FACA will chair the event. Vendors and contributors have been contacted to confirm their participation. A search continues to find the two large binders with Firewise information from past years.

The Fire Chief and CWPP IT Coordinator met with Camille Millard of the Larimer County Office of Emergency Management to discuss a Emergency Evacuation Drill. Such a drill would use the LETA Emergency Notification Network to alert property owners at the start of a pre-announced drill. Only a portion of GVFPD property owners would be notified at this first Emergency Evacuation Drill, as a first trial. They would be asked to grab (or pack quickly) a go bag, and leave immediately for an evacuation site. It is proposed that the Livermore Community Hall would be used for this evacuation site. A tentative date of Saturday, August 3, 2024 was discussed. More planning will continue.

Tom Hausfeld
CWPP IT Coordinator

GLACIER VIEW FIRE PROTECTION DISTRICT MEMBER HANDBOOK

Effective: April 8, 2024

GLACIER VIEW FIRE PROTECTION DISTRICT HANDBOOK

Effective April 8, 2024

IMPORTANT

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

THE RULES, POLICIES, PROCEDURES AND BENEFITS CONTAINED IN THIS HANDBOOK ARE CURRENT AS OF April 8, 2024, AND SUPERSEDE ALL PRIOR FIRE DISTRICT RULES, POLICIES, PROCEDURES AND BENEFITS DEALING WITH SIMILAR SUBJECT MATTER.

NOTICE

EVERY INDIVIDUAL PROVIDING VOLUNTEER SERVICES TO THE FIRE DISTRICT DOES SO FOR CIVIC, CHARITABLE AND/OR HUMANITARIAN REASONS, WITHOUT PROMISE, EXPECTATION OR RECEIPT OF COMPENSATION FOR THE SERVICE.

THIS HANDBOOK APPLIES TO ALL MEMBERS NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY IN THIS HANDBOOK OR ANY OTHER FIRE DISTRICT DOCUMENT (WHETHER IN PAPER OR ELECTRONIC FORM), OR ANY STATEMENT MADE BY A FIRE DISTRICT DIRECTOR, EMPLOYEE, MEMBER, AGENT OR REPRESENTATIVE, ANY MEMBER'S VOLUNTEER SERVICES MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON, IN THE FIRE DISTRICT'S SOLE DISCRETION, SUBJECT ONLY TO THE REQUIREMENTS OF APPLICABLE LAW.

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Section 1

DEFINITIONS AND GENERAL STATEMENTS

A. Definitions

1. **Applicable Law.** All federal, state, and local constitutional, statutory and common laws, rules, regulations, ordinances, codes, and protocols that apply directly or indirectly to the Fire District and/or its Directors, officers, employees, members, agents, or representatives.
2. **Board.** The Fire District's Board of Directors, comprised of five elected officials, which serves as the governing body.
3. **Communications Systems.** The Fire District's communications and messaging systems, including but not limited to, personal desktop and laptop computers, server(s), telephones, handheld electronic devices, electronic storage devices, pagers, fax machines, cellular telephones, radios, internet, and intranet.
4. **Community Wildfire Protection Plan (CWPP) Implementation Team.** Non-Emergency Members who provide non-emergency wildfire risk reduction and educational services to the District.
5. **Community Wildfire Protection Plan (CWPP) Implementation Team Coordinator.** The leader of the CWPP Implementation Team, reporting to the Fire Chief. The Coordinator is the member responsible for implementing all GVFPD rules and applicable law, and the effective and efficient operation/administration of all aspects of the CWPP Implementation Team.
6. **Designee.** An employee, member, or other person to whom the Fire Chief has delegated or assigned a specific duty, responsibility, or activity.
7. **Electronic Transmissions.** All forms of electronic transmissions, including communications created, stored, received, or sent on the Fire District's communications systems (whether embedded in software or otherwise), including but not limited to, e-mail, text messages, pager messages, instant messages, voicemails, access to internet websites, and any other internet or other electronic transmissions.
8. **Employee(s).** Any individual hired and compensated by the Fire District on a full-time, part-time, or temporary basis. The term "employee(s)" includes Part-Time Firefighters, unless expressly excluded by use of the term "full-time employee(s)". The term "employee" does not include Directors, independent contractors, volunteers, members, active retirees, or consultants.

9. **Emergency.** Any unforeseen event capable of or actually causing property damage, personal injury or loss of life.
10. **Emergency Response Member(s).** The Fire District's volunteers who directly perform fire protection (suppression) activities and/or emergency medical services and other related duties. An Emergency Response Member is a volunteer as defined by the FLSA. Specifically, Emergency Response Members provide services for civic, charitable and/or humanitarian reasons, without promise, expectation or receipt of compensation for the service.
11. **Family Member.** A member's immediate family member including any person related by blood, marriage, civil union, or adoption; a child to whom the member stands in loco parentis or a person who stood in loco parentis to the member with the member was a minor; or a person for whom the member is responsible for providing or arranging health- or safety-related care.
12. **Fire Chief.** The Fire District's Chief, appointed by, serving at the pleasure of, and acting under the direction of the Board. The Fire Chief is the Commander in Chief of the Operations Department of the Fire District and is responsible for implementing all Operational Department rules and applicable law, and the effective and efficient operation/administration of all aspects of the Operations Department of the Fire District.
13. **Fire District.** The Glacier View Fire Protection District, a political subdivision of the State and a unit of local government.
14. **Fire District Apparatus.** All fire apparatus, vehicles, or other motorized machinery capable of movement that the Fire District owns, leases or controls.
15. **Fire District Premises.** All buildings, offices, facilities, grounds, parking lots, places, Fire District Apparatus, and equipment that the Fire District owns, leases or controls.
16. **FLSA.** The Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* and the federal regulations interpreting or implementing the FLSA, 29 C.F.R. Part 500 *et seq.*
17. **Fine.** A monetary payment to the Fire District as a result of a disciplinary action.
18. **FPPA** – Fire & Police Pension Association
19. **Illegal Drug(s).** Any substance that is illegal in the United States under any applicable law, or any substance defined as a controlled substance in C.R.S. §12-22-303, *et seq.* and the Controlled Substances Act, 21 U.S.C. §801, *et seq.*, and the federal regulations interpreting and implementing the Controlled Substances Act, and which is being possessed, sold, or used illegally.

20. **Job/Position Description.** The written standard of minimum qualifications, duties and responsibilities of each employees' or members' position and rank.
21. **Member(s).** Members include volunteers, both Emergency and Non-Emergency Response Members. Non-Emergency Response Members are volunteers that aid the District in non-emergency support situations, including planning/organizing GVFPD events, fundraising, attending or planning community events, assisting with department projects, data entry, volunteer for other GVFPD committees, and other functions assisting with various needs. They also perform fire mitigation and educational functions. Non-Emergency Members will not respond to emergency calls. Emergency Response Members are the volunteers who directly perform fire protection (suppression) activities and/or emergency medical services and other related duties. An Emergency Response Member is a volunteer as defined by the FLSA. Specifically, Members provide services for civic, charitable and/or humanitarian reasons, without promise, expectation or receipt of compensation for the service.
22. **Non-Emergency Response Member(s).** Non-Emergency Members aid the District in non-emergency support situations, including planning/organizing GVFPD events, fundraising, attending or planning community events, assisting with department projects, data entry, volunteer for other GVFPD committees, and other functions assisting with various needs. They also perform fire mitigation and educational functions. Specifically, Non-Emergency Response Members provide services for civic, charitable and/or humanitarian reasons, without promise, expectation or receipt of compensation for the service. Non-Emergency Members will not respond to emergency calls.
23. **Non-Emergency Responder Team Coordinator.** The leader of a team of Non-Emergency Responder Members assisting in the work of the Fire District. The Coordinator reports to the Fire Chief.
- 24.
25. **Probation.** A period: a) immediately following an original appointment or promotion, during which a member is expected to demonstrate his/her ability to perform the duties of the position, or b) imposed as part of a corrective or disciplinary action, during which a member is expected to comply with and fulfill the terms and conditions of the probation. The initial probationary period for a member is 1 year from the date of appointment. The probationary period for a corrective or disciplinary action is up to 6 months unless a different probationary period is established. The fact that a member successfully completes his/her probation does not change his/her at-will status; nor does the probation create any right of continued employment or service during the probationary period.
20. **Public Health Emergency.** An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infections agent for which an emergency is declared by a federal, state, or local public health agency; a disaster emergency is declared by the governor; or a highly infectious illness or agent with

epidemic or pandemic potential for which a disaster emergency is declared by the governor.

21. **Rule(s).** A written or oral rule, policy, practice, or procedure established by the Board, whether or not physically incorporated into this Handbook, or an SOG established by the Fire Chief or a Designee.
22. **Shall and May.** "Shall" means mandatory. "May" means permissible.
23. **Social Media and Posts.** Websites hosted by individuals or entities on which individuals and entities communicate by posting information, sending emails and/or otherwise sharing data including, but not limited to, all forms of on-line community activities, such as on-line social networks, message boards, conversation pages, photo sharing websites, and chat rooms, Wikis such as Wikipedia and any other site where text can be posted, Facebook, My Space, Friendster, personal blogs (*i.e.*, BlogSpot, CafePress, *etc.*), Photobucket, Flickr, YouTube, Twitter, Yahoo, Google (including Google Docs, Gmail and other applications). This definition also applies to new forms of communication that may arise the future. Posts will consist of messages sent through or placed on Social Media websites by users, whether in the form of emails, "status updates", "wall" messages, tweets, diary entries, instant messages, web log (or "blog") entries, photographs, videos, *etc.*
24. **Standard Operating Guidelines (SOGs).** Written orders issued by the Fire Chief or a Designee to implement Operations Department rules and to administer the Operations Department efficiently and effectively, consistent with the authority granted by the Board and applicable law. Board approval required.
25. **You(r).** All Fire District members, except where the context indicates the term is intended to apply to a more limited group, such as employees

B. The Fire District's Goals and Purposes.

The Fire District's goals and purposes are to provide fire prevention, fire suppression, hazardous materials response, rescue, disaster preparedness, ambulance (directly or through a third-party provider), and emergency medical services to its citizens and their property, persons conducting business in or traveling through the Fire District, and areas outside the Fire District through intergovernmental agreement, to the extent allowed by applicable law.

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

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

You are responsible for knowing and complying with this Handbook and demonstrating good judgment at all times (*i.e.*, "do what is right, and do it the right way."). If you have a question about a rule, you shall ask your supervisor for clarification before taking any action that could violate the rule.

D. Standard Operating Guidelines.

The Fire Chief or a Designee shall supplement this Handbook with Standard Operating Guidelines ("SOGs"). SOGs enable the Fire Chief to efficiently administer the Operations Department of the Fire District consistent with the authority granted by the Board and applicable law, and to implement Board rules. If there is a conflict between this Handbook and an SOG, follow this Handbook.

E. Emergency Suspension of Rules and SOGs.

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

F. Effective Date.

This Handbook is effective April 8, 2024. All prior Fire District rules and benefits not contained in this Handbook are repealed, discontinued or eliminated as of this date. This repeal, however, does not affect any corrective or disciplinary action begun or taken before the effective date.

G. Amendments.

The Board has the right to adopt, amend, or rescind any rule or benefit at any time. The Board may modify this Handbook at any time through an affirmative majority. No individual Director, supervisor, employee, member or third-party is authorized to modify any rule or benefit by agreement, practice, or otherwise. Regardless of whether a Board amendment is physically incorporated into this Handbook, it takes effect immediately upon adoption, unless the Board indicates otherwise.

H. Safety Policy.

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

You shall maintain complete familiarity with, and at all times obey, all Fire District safety rules and all applicable laws relating to safety. If you have a question about a safety rule or applicable law, you shall contact your supervisor immediately. You shall attend all safety meetings,

equipment demonstrations, workshops, and other safety programs required by the Fire District.

Non-Emergency Members will not go on-scene of any emergency.

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

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

J. Severability.

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

Section 2

MEMBER PERFORMANCE POLICIES

A. Equal Employment/Service Opportunity.

The Fire District provides equal employment and service opportunities to all applicants, employees, and members without regard to race (including characteristics associated with race such as hair type, hair texture, and protective hairstyles), color, religion, creed, sex, gender, sexual orientation, transgender status, gender identity or gender expression, national origin, ancestry, disability, pregnancy, genetic information, age, marital status, military status, veteran status, membership or non-membership in a labor organization or status in any other group protected by applicable law. This policy applies to all terms and conditions of employment/service, including but not limited to hiring/appointment, transfer, promotion, demotion, termination, benefits, lay-off, compensation and training.

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

B. Harassment and Discrimination Prohibited - Generally.

The Fire District prohibits any form of harassment or discrimination of an employee or member based on race (including characteristics associated with race such as hair type, hair texture, and protective hairstyles), color, religion, creed, sex, gender, sexual orientation, transgender status, gender identity or gender expression, national origin, ancestry, disability, pregnancy, genetic information, age, marital status, military status, veteran status, membership or non-membership in a labor organization or status in any other group protected by applicable law. You are prohibited from engaging in unlawful harassment or discrimination while on-duty or engaged in any Fire District-related activity, including Fire District-related activities occurring off the Fire District Premises. You also are prohibited from illegally harassing or discriminating against any other employee or member or person while on duty, or while in any manner representing the Fire District in any capacity. Illegal harassment or discrimination that interferes with an employee's or member's ability to perform his/her duties is prohibited.

C. Sexual Harassment Prohibited.

The Fire District prohibits sexual harassment. No one at the Fire District, including Directors, officers, supervisors, employees, members, patients, vendors or any other person, may make sexual advances or requests for sexual favors, or engage in any other verbal/physical conduct of a sexual or gender-based nature, or based upon an individual's sexual orientation, gender identity, gender expression, or transgender status where:

1. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an employee or member's work performance or member's volunteer service or creating an intimidating, hostile, or offensive work environment; or
2. It is obvious or implied that tolerating or submitting to the conduct is a condition of employment/service, or will be used for the basis of any employment/service decision, including but not limited to, appointment, hiring, firing, performance appraisals, salary, benefits, position, job transfers, promotions, or any other decision affecting any term or condition of employment/service with the Fire District (all such conduct is defined in this policy as "sexual harassment").
3. An employee, member or applicant shall not be subjected to sexual requests or insulting behavior or language based on gender or sexual orientation. An employee, member or applicant shall not be led to believe any employment/volunteer opportunity or benefit will in any way depend on his/her cooperation with sexual demands or that he/she shall tolerate a sexually offensive environment.
4. You shall conduct yourself in a professional and business-like manner at all times and refrain from inappropriate sexual conduct that could lead to a claim of sexual harassment. Such conduct includes, but is not limited to:
5. Sexually implicit or explicit communications whether in written form (such as cartoons, posters, calendars, magazines, publications, notes, letters, email, words or designs on clothing) or oral form (such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates); and,
6. Physical gestures and other non-verbal behavior (such as unwelcome touching, grabbing, fondling, kissing, massaging, brushing up against another's body).

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

D. No Apparent Authority.

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

E. Procedure for Reporting Illegal Harassment or Discrimination.

1. Mandatory Reporting.

You shall report immediately any unlawful harassment or discrimination to which you are

subjected or which you observe. The chain of command shall not be followed. Instead, you shall report it directly to the Fire Chief if a member of the Operations Department, or to the District Administrator if an employee of the Administrative Department. If the report involves the Fire Chief or District Administrator, you shall report the harassment or discrimination to a Board member. If the report concerns sexual harassment, you may request that a person of the same gender be provided to receive your report. The Fire District prohibits any employee or member from subjecting you to retaliatory action for reporting illegal harassment or discrimination.

2. Confidentiality.

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

3. Investigation.

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

4. Resolution.

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

5. Retaliation.

An employee or member shall not be harassed, intimidated or subjected to retaliation for reporting illegal harassment or discrimination, or for cooperating with or participating in any investigation of illegal harassment or discrimination. You shall report retaliation in the same manner as a complaint of illegal harassment or discrimination.

F. Pregnancy, Childbirth, Nursing and Related Medical Conditions.

The Fire District treats pregnant members and applicants the same as all other members or applicants. The Fire District will not exclude you from service because of pregnancy, childbirth or related medical conditions. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, for all job-related purposes, will be treated the same as disabilities caused or contributed to by other medical conditions.

As with any other member, you will be permitted to volunteer as long as a physician determines you can perform the essential functions of the volunteer position. If you are unable to perform the

essential functions of the volunteer position, the Fire District will treat you in the same manner as it treats other temporarily disabled members.

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

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

1. Generally.

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

2. Procedure for Requesting Accommodation.

If you believe you are a qualified individual with a disability, you may make a written request for reasonable accommodation(s) to the Fire Chief or District Administrator as appropriate. The Fire Chief or District Administrator, as appropriate, will meet with you to discuss and identify the precise limitation(s) resulting from the disability and the potential accommodation(s) the Fire District might make to help overcome those limitation(s). The Fire Chief (and, if necessary, other Fire District representatives identified as having a need to know) will determine the feasibility of the requested accommodation(s), considering various factors, including, but not limited to, the nature and cost of the accommodation(s), the availability of tax credits and deductions, outside funding, the Fire District's overall financial resources and organization, and the accommodation's impact on Fire District operations, including its impact on other members to perform their duties and the Fire District's ability to conduct its business and fulfill its purpose. You will be informed of the decision of the Fire Chief on the accommodation request within a reasonable period. Different obligations may apply to members under the ADA compared to employees given the different relationship with the District.

H. No Absolute Right of Work Stoppage or Slowdown.

The lack of fire and emergency services results in loss and devastation. Your commitment to

public service and professional ethics requires you to carry out assignments as directed. For these reasons, and in accordance with applicable law, you do not have the absolute right to engage in any work stoppage or slowdown; nor do you have the absolute right to refuse to work for any reason. You may be subject to corrective or disciplinary action, up to and including termination of volunteer services, for engaging in, or attempting to engage in, such conduct to the extent your conduct is not authorized by applicable law.

I. Personnel and Confidential Records.

A personnel file is maintained for you. Personnel files are kept in a locked, secure place to which only the Fire Chief or District Administrator, as appropriate, and other authorized personnel have access for job-related purposes. Unauthorized personnel are prohibited from reviewing the personnel files. You may review your personnel file in the presence of the Fire Chief or District Administrator, as appropriate, at a time established by the Fire Chief or District Administrator. No material may be removed from a personnel file. This rule does not prohibit the disclosure of information in your personnel file when legally required. The personnel files are the Fire District's property. You may request a copy of your personnel file in writing. Copying costs permitted by applicable law will apply.

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

J. Terminating Your Volunteer Service.

1. Notice.

You may terminate your volunteer service at any time without prior notice to the Fire District. In order to avoid disruption of its emergency services, the Fire District would appreciate all members giving at least two weeks' notice.

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

You shall return all Fire District property on or before the last day of work. Members who do not return Fire District property shall reimburse the Fire District in the amount necessary to replace the property. The Fire District may take appropriate action to recover its property (or the value of the property).

3. Final Reimbursement.

Final reimbursement will be processed in accordance with the Fire District's normal payroll policies and procedures in effect at that time.

K. Appointment/Promotion of Fire Chief; Assistant Fire Chief, CWPP Implementation Team Coordinator.

1. Director Limitations

The Fire District Board has determined that the "incompatibility of offices" doctrine prohibits a Fire District Director from being an active volunteer or active retiree. Accordingly, an active Fire District volunteer or active retiree shall resign from the Fire District's Volunteer Program or Active Retiree Program, as applicable, upon being elected to a Fire District Director position. A Board member's application for acceptance into the Fire District's Volunteer Program Active Retiree Program, as applicable, will not be considered as long as he/she serves on the Board.

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

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

2. Appointment of Fire Chief.

The Board has sole discretion to determine how to fill a vacancy of the Fire Chief including whether to promote from within the Fire department, or to solicit applicants from the Fire District and/or outside the Fire District. All rules with respect to the promotion or hiring process shall be in accordance with applicable law.

Subject to this Handbook and applicable law, the Fire Chief is solely responsible for appointing, hiring and promoting individuals for all positions below the Fire Chief of the Operations Department other than the Assistant Fire Chief. Volunteers are appointed and promoted in accordance with Section 98 of this handbook and applicable SOG(s).

Applicants and members are expected to meet the training and certification requirements, along with other duties and responsibilities, as set forth in the Fire District's job description for the position. Failure to meet the training and/or certification requirements within the specified time may result in demotion or termination as appropriate in the Fire Chief's sole discretion.

Typically, the Board will follow the process outlined below for the appointment of a Fire Chief. Such process may be changed subject to the Board's discretion and based on the needs of the District.

Fire Chief hiring/appointment

- a. Normal position opening will be posted in October for a December

appointment. Interested candidates shall submit a letter of intent with their qualifications to the Board of Directors by the end of October. If an opening occurs at any other time within the year, the Board will assign as appropriate and proceed with appointment process at that time.

- b. The Board of Directors will create an “appointment committee” to review letters and interview candidates. If no member is determined to be acceptable, an outside search will be initiated.
- c. The “appointment committee” will determine best potential candidate and discuss their findings with the Board of Directors. If potential candidate is a current member and acceptable to the Board of Directors, the members will be polled through secret ballot as to their acceptance or not of the candidate. Members will not poll non-member candidates.
 - i. The “appointment committee” will oversee the secret ballot that will include sections of Approve/Disapprove and Comments.
- d. Unless member response dictates further review, the member candidate shall be appointed by a quorum vote of the board and start in January of upcoming year. A non-member candidate will be appointed by a quorum vote and start in January of upcoming year. They will be introduced to members after appointment.
- e. The Fire Chief shall serve a 2-year term commencing in January. The second year will be contingent on a positive written evaluation of the prior year performance by the Board of Directors.

3. Appointment of Assistant Fire Chief.

The Assistant Fire Chief is appointed by and serves at the pleasure of the Board of Directors and acts under the direction of the Fire Chief. The Fire Chief may appoint the Assistant Fire Chief but only after approval of the Board of Directors. Typically, the District will follow the process outlined below for the appointment of an Assistant Fire Chief. Such process may be changed subject to the Fire Chief and/or Board’s discretion and based on the needs of the District.

- a. Position opening will be posted in October for a December appointment. Interested candidates shall submit a letter of intent with their qualifications to the Board of Directors by the end of October.
- b. The Board of Directors shall assign a Board Member who, along with the incumbent Fire Chief will review letters and interview candidates. If the incumbent Chief is term limited, the review process will be done after the new Chief is appointed. When no member is determined to be acceptable, an outside search will be initiated.
- c. The Chief and Board Member will determine best potential candidate and discuss their findings with the Board of Directors.
- d. If potential candidate is a current member and acceptable by the Board of Directors, the members will be polled through secret ballot as to their acceptance or not of the candidate. Members will not poll non-member candidates.
 - i. The Board Member will oversee the secret ballot that will include

sections of Approve/Disapprove and Comments.

- e. Unless member response dictates further review, the member candidate shall be appointed by the Chief and start in January of upcoming year. A non-member candidate shall be appointed by the Chief and start in January of upcoming year. The candidate will be introduced to the members after their appointment.

4. Appointment of CWPP Implementation Team Coordinator(s).

The CWPP Implementation Team Coordinator is appointed by and serves at the pleasure of the Board of Directors and acts under the direction of the Fire Chief. The Fire Chief may appoint the CWPP Implementation Team Coordinator but only after approval of the Board of Directors. Typically, the District will follow the process outlined below for the appointment of a CWPP Implementation Team Coordinator. Such process may be changed subject to the Fire Chief and/or Board's discretion and based on the needs of the District.

- a. Position opening will be posted in October for a December appointment. Interested candidates shall submit a letter of intent with their qualifications to the Board of Directors by the end of October.
- b. The Board of Directors shall assign a Board Member who, along with the incumbent Fire Chief will review letters and interview candidates. If the incumbent Chief is term limited, the review process will be done after the new Chief is appointed. When no member is determined to be acceptable, an outside search will be initiated.
- c. The Chief and Board Member will determine best potential candidate and discuss their findings with the Board of Directors.
- d. If potential candidate is a current member and acceptable by the Board of Directors, the members will be polled through secret ballot as to their acceptance or not of the candidate. Members will not poll non-member candidates.
 - i. The Board Member will oversee the secret ballot that will include sections of Approve/Disapprove and Comments.
- e. Unless member response dictates further review, the member candidate shall be appointed by the Chief and start in January of upcoming year. A non-member candidate shall be appointed by the Chief and start in January of upcoming year. The candidate will be introduced to the members after their appointment.

5. Prior Performance as a Member.

If a former member re-applies to join the Fire District's Volunteer Program or for a paid position, his/her prior performance as a member, and the circumstances under which he/she ceased to be a member, will be considered by the Fire District in determining whether to accept him/her into the Volunteer program or hire him/her to a paid position.

5. No Right to Former Position.

If you are appointed or promoted to a different position, but you fail to satisfactorily perform the

duties of the new position, or no longer desire to do so, you are not guaranteed an alternative position and may be terminated.

L. Reference Inquiries.

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

M. Workplace Anti-Violence Policy.

The Fire District's goal is to maintain a workplace free from intimidation, threats and violence. This includes, but is not limited to, physically, psychologically, or emotionally intimidating or threatening behavior, physical or verbal mistreatment or injury, vandalism, sabotage, use of weapons, openly carrying weapons onto the Fire District Premises or during any Fire District duty or activity, or any other act which in the Fire District's opinion is inappropriate in the workplace.

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

1. Law enforcement officials;

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

For purposes of this policy, a "weapon" shall include firearms of any type, whether loaded or unloaded, or any other object or substance designed, or which the possessor intends to use, to inflict psychological or emotional harm, bodily injury or death upon another individual. The term

"weapon" includes knives, except knives with a blade less than 3 inches in length that members routinely carry to assist them in performing their duties, unless a knife is brought onto the Fire District Premises with the intent to cause psychological or emotional harm, bodily injury or death.

If you believe you have been subjected to workplace violence, you have witnessed workplace violence, or you know an individual who has engaged in workplace violence, you shall report it pursuant to the procedures set forth in Section 2(E)(1). If there is an immediate threat to your health/safety, or the health or safety of another member or the public, or to Fire District property, you shall immediately call 911. The Fire District will investigate all reports of workplace violence and take such action as it deems appropriate. If you engage in workplace violence, you may be subjected to discipline, up to and including immediate termination. The Fire District also may report any incident of workplace violence to the appropriate law enforcement agency.

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

N. Whistleblower Policy.

1. General Policy.

The Fire District intends to help provide a safe and healthy work environment for its members and employees and encourages members to bring any concerns to the Fire District's attention. In addition, the Fire District prohibits illegal, fraudulent, or dishonest conduct. You shall report possible illegal, fraudulent, or dishonest conduct pursuant to the procedures set forth in Section 2(E)(1). You shall provide sufficient information regarding the alleged illegal, fraudulent or dishonest conduct for the Fire District to investigate the matter. The Fire District will keep the matter as confidential as reasonably practicable under the circumstances. Retaliation against a member or employee for making or participating in the investigation of a complaint of illegal, fraudulent or dishonest conduct is prohibited.

The Fire District will not discriminate, take adverse action, or retaliate against members for engaging in any of the following activities:

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

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

O. Communications Systems.

1. General.

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

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

2. Software.

The Fire District has numerous licenses to utilize computer software. The license agreements contain restrictions concerning the software use, duplication, and federal copyright protection. Each member/volunteer using the Fire District's communications systems assumes the following responsibilities:

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

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

3. Access Codes.

The Fire District utilizes systems by which members receive/send messages through e-mail and voice mail. Personal access codes shall be kept on file with the Fire Chief and District Administrator, as appropriate, at all times so the Fire District can access any messages left on or transmitted over the communications systems at any time. Members are on notice that such messages are not confidential and the Fire District or its designated representative may access them at any time.

4. Personal Use of Fire District's Communication Systems.

The Fire District permits reasonable, responsible use of the communications systems for personal purposes. No members shall place a personal long distance telephone call, or otherwise use the Fire District's communications systems, in a manner that results in any fee, charge or assessment without the prior approval, and immediate reimbursement to the Fire District of any fee, charge or assessment incurred. Abuse of this privilege may result in discipline up to and including termination.

5. Prohibited Use.

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

6. No Expectation of Privacy.

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

P. Retaliation Prohibited.

You are prohibited from retaliating against any member or employee for reporting or cooperating in the investigation of an alleged violation of any Fire District rule or applicable law. If you believe you have been retaliated against, you shall file a complaint of retaliation in accordance with the procedures set forth in Section 2(E), above.

Q. No Sexual Activity.

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

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

If you have been on leave as a result of physical or mental illness or injury, or a leave of absence, the Fire Chief or a Designee, in his/her discretion, may require you to obtain a physician's certification that you may return to work and may require you to complete a fitness for duty examination to determine your ability to perform the essential functions of your position. You

also may be required to undergo a skills assessment and/or refresher or recertification training to establish your ability to perform the essential functions of your position.

S. Confidentiality of Protected Health Information.

The Fire District is subject to numerous laws that require its members to safeguard protected health information as defined under applicable federal or state law. You shall comply with all Fire District rules and applicable law securing the confidentiality of protected health information.

T. Physical Fitness/Medical Examination.

Physical fitness and medical examination requirements shall be set forth in the SOG(s) established by Fire District Fire Chief.

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

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

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

For purposes of the public health emergency whistleblower policy, "PPE" does not include any equipment used for fighting fires. "PPE" is limited to personal protective equipment that a member might utilize during a public health emergency to protect against illness.

Section 3

COMMAND STRUCTURE AND SCOPE

A. Chain of Command.

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

(See Appendix E - Organization Chart)

B. Orders by Supervisors.

You shall comply with the SOG entitled *Obedience to Orders*.

C. Behavior toward Officers.

Officers, including those in an acting officer capacity, are to be accorded the respect due their position. See, the SOG entitled *Obedience to Orders*.

Section 4

MEMBER CONDUCT

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

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

- a. While performing any Fire District duty or activity, while on the Fire District Premises, or while engaged in Fire District business or activities off the Fire District Premises, you are prohibited from:
 - i. Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, using or being under the influence of illegal drugs;
 - ii. Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, or using illegal drug paraphernalia;
 - iii. Buying, selling, possessing, using or being under the influence of any amount or type of alcohol (including medications or over-the-counter remedies containing alcohol), except in connection with a Fire District authorized event, such as a holiday party.
- b. The foregoing illegal drug/alcohol related conduct also is prohibited during non-working hours to the extent that, in the Fire District's opinion, it impairs your ability to perform the essential functions of your job. As a general rule, alcohol should not be consumed within eight (8) hours before reporting for duty or engaging in any other type of Fire District activity.
- c. A prescription drug shall only be brought on the Fire District Premises by the person for whom it is prescribed. Prescription drugs shall be used only in the manner, combination and quantity prescribed. You are prohibited from using or being under the influence of a legal drug whose use can adversely affect your ability to perform the essential functions of your job. If, for medical reasons, you are required to take prescription or over-the-counter drugs that could affect your ability to perform your duties, you shall notify your supervisor immediately.
- d. Medical or recreational marijuana is a controlled substance and illegal under federal law. Medical or recreational marijuana will be treated the same as an illegal drug under this policy.

2. Required Tests.

The Fire District has the right to require a member to submit to illegal drug and alcohol testing whenever the Fire District has a reasonable suspicion that the member is under the influence of illegal drugs or alcohol while on duty. Circumstances that may constitute a basis for determining reasonable suspicion include, but are not limited to:

- a. A pattern of abnormal or erratic behavior;
- b. Information of recent illegal drug or alcohol use provided by a reliable and credible source;
- c. Direct observation of illegal drug or alcohol use, purchase or sale;
- d. Presence of a physical symptom of illegal drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- e. An accident involving a Fire District vehicle, personal injury, property damage estimated at or above \$500.00;
- f. Violent behavior; or,
- g. Possession of alcohol or illegal drugs.

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

3. Random Testing.

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

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

- a. An applicant who, without an acceptable reason, fails to report for, or refuses to submit to, an illegal drug/alcohol test shall not be hired or appointed.
- b. A member who without an acceptable reason fails to report for, or who refuses to submit to, an illegal drug test/alcohol shall be terminated.
A member who tests positive on an illegal drug test shall be terminated.
- c. A member who tests positive on an alcohol test may be subject to corrective or disciplinary action, up to and including termination.
- d. A member who tests positive on an illegal drug test shall be terminated;

provided, that, in order to identify a potential Second-Hand Exposure (defined

below) to marijuana:

- e. i. If a member tests below 50 nanograms per milliliter (“*ng/ml*”) of Tetrahydrocannabinol (“*THC*”) metabolites in a urine chemical analysis test (“*Urinalysis*”) the test shall be deemed negative.
- f. ii. If a member tests at or above 50 ng/ml of THC in a Urinalysis, the test shall be deemed positive, but a second confirmation test will be conducted using gas chromatograph mass spectrometry or a comparable test (“*GC/MS*”). If a member tests at or above 15 ng/ml of THC in a GC/MS confirmation test, an investigation will be conducted to determine if the member was exposed to THC will performing his/her duties for the District (“*Second-Hand Exposure*”). If a member tests at or above 15 ng/ml of THC in a GC/MS confirmation test and the investigation does not substantiate a Second-Hand Exposure, he/she shall be terminated.

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

- a. A Volunteer member or other member in a public safety position shall notify the Fire Chief or District Administrator as appropriate within 24 hours of being charged with an offense involving the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug, or an alcohol-related offense.
- b. All Fire District members in a public safety position shall within 72 hours notify the Fire Chief or District Administrator as appropriate if they are convicted of, or plead guilty/no-contest to, a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug or an alcohol-related offense.
- c. A Member in a public safety position who fails to notify the Fire Chief or designee as appropriate in accordance with the requirements of subparagraph a or b, above, may be immediately terminated.
- d. A Fire District member in a line or public safety position who is convicted or pleads guilty/no-contest to a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug will be terminated. A Fire District line-member or any other member in a public safety position who is convicted or pleads guilty/no-contest to an alcohol related offense may be subject to corrective or disciplinary action, up to and including termination.
- e. A Fire District member who does not hold a line or other public safety position, and who is convicted of criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug, or an alcohol related offense, may be subject to corrective or disciplinary action, up to and including termination.

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

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

All spaces on the Fire District Premises or under the Fire District's control remain subject to search even though you use such space or consider the space to be private. The Fire District's communications systems and all information and data, including electronic transmissions, on the Fire District's communications systems, remain Fire District property at all times. You have no right to privacy to any information and date, including electronic transmissions, received, sent, generated or stored on the Fire District's communications systems.

Your refusal to submit to, or interference with, a search may result in immediate termination or may be treated as a voluntary resignation. Further, the Fire District may contact appropriate law enforcement authorities in the event of reasonable suspicion to believe you may have illegal drugs or other illegal items on the Fire District Premises.

C. Duty to Read Bulletin Board or Other Communications.

All memoranda, directives and bulletins will be posted on the station bulletin board for a period of not less than ten (10) calendar days. After the ten (10) calendar day period, the memoranda, directives, or bulletins shall be filed in the SOG Manual. All members are required to read all memoranda, directives and bulletins posted on bulletin boards and compiled in the SOG Manual. It is the member's responsibility, upon returning from vacation or other leave, to check the bulletin boards and SOG Manual for, and to read, all new memoranda, directives, and bulletins. A copy of the Manual shall be kept in plain view at the station and also available on an electronic format. All members are required to review the SOG Manual at least once a month for changes.

D. Use of Fire District Apparatus and Personal Vehicles.

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

1. Valid Driver's License.

A valid Colorado driver's license with an acceptable driving record is a condition of employment/service and continued employment/service with the Fire District. On or before January 31st of each year, you shall submit a copy of your valid Colorado driver's license to the Fire Chief or Designee, and a true and accurate copy of your District of Motor Vehicles driving record.

2. Insurance.

You shall be insurable by the Fire District's insurance carrier. You shall maintain insurance on

any personal vehicle used in performing any Fire District duty/activity.

3. **Accidents.**

All accidents involving Fire District Apparatus, or your personal vehicle in the performance of Fire District activities/duties, no matter how minor, shall be reported immediately to your supervisor. A written report shall be forwarded to the supervisor within 24 hours.

4. **Traffic Violations.**

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

5. **Lawful Driving and Parking.**

You shall strictly observe existing traffic regulations at all times, unless you are responding to an emergency. If you are responding to an emergency, you shall follow the emergency response procedures set forth in the SOG entitled *Operating Apparatus and Vehicles in Emergent and Non-Emergent Situations*.

6. **Inspection of Fire District Vehicles and Apparatus.**

You shall comply with the Fire District's SOGs relating to the inspection of Fire District Apparatus.

7. **No Unauthorized Passengers/Riders.**

Except as specifically provided below, only Fire District members are permitted to ride in a Fire District Apparatus:

- a. *Ride Along Program.* In the Fire Chief's discretion, a potential volunteer firefighter applicant, student or other individual participating in the Fire District's Ride Along Program may ride on a Fire District Apparatus if he/she:
 - i. Strictly complies with the Fire District's SOG relating to the Ride Along Program; and,
 - ii. Signs the Fire District's Ride-Along Confidentiality Agreement & Release of Liability form; and,
- b. *Family Members.* A Fire District member's spouse, significant other or children at least 17 years of age may ride on a Fire District Apparatus if:
 - i. They have the Fire Chief's or Designee's prior written approval; and,

- ii. They strictly comply with the Fire District's SOG relating to the Ride Along Program; and,
 - iii. They (or in the case of a child 17 years of age, the minor's parent or guardian) sign the Fire District's Ride-Along Confidentiality Agreement & Release of Liability form.
- c. Parades and Special Events. A Fire District member's spouse, significant other or children may ride on a Fire District Apparatus during a parade or other special event if:
 - i. They have the Fire Chief's or Designee's prior written approval, and,
 - ii. They strictly comply with the Fire District's SOG relating to the Ride Along Program; and,
 - iii. They (or in the case of a minor, the minor's parent or guardian) sign the Fire District's General Ride-Along Release of Liability form.
- d. *Board Members*. A Fire District Board member may ride on a Fire District Apparatus if he/she:
 - i. Strictly complies with the Fire District's SOG relating to the Ride Along Program; and,
 - ii. Signs the Fire District's Ride-Along Confidentiality Agreement & Release of Liability form.

8. No Unauthorized Use.

Fire District Apparatus are for official work-related activities and to respond to emergencies, training and meetings, and shall not be used for personal business.

E. Personal Appearance.

Refer to SOG

F. Smoking and Tobacco Products.

Members shall not smoke on the Fire District Premises or in any Fire District Apparatus. Members may use other tobacco products, such as dip/chew, on the Fire District Premises but not on equipment and shall use common courtesy and cleanliness, including proper use and disposal spit cups/containers. The Board of Directors, however, discourages the use of all tobacco, dip, and chew.

G. Housekeeping.

You are responsible for good "housekeeping" in all Fire District facilities. It is important that a systematic and neat appearance be projected to guests who visit the Fire District Premises.

H. Care and Use of Fire District Property – Member Theft of District Property.

You are responsible for reasonable care of Fire District property. Fire District property shall be used only for Fire District business, in an appropriate manner, and in accordance with all applicable Fire District rules. Fire District equipment, facilities and tools shall not be used for any personal purpose.

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

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

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

I. Conflicts of Interest.

Except as required by applicable law, you shall not release to anyone outside the Fire District any confidential information including, without limitation: any information about a member of the public or a Fire District member or employee; competitive bid data; local, regional, or national security information; and any other information that might be used to the detriment of the Fire District, its members or the public.

You shall not allow other employment, volunteerism, or activities to conflict with your duties to the Fire District. You shall immediately disclose a conflict of interest in writing to the Fire Chief or Administrator, as appropriate, or as required by applicable law. In the event of a conflict of interest, which conflict shall be determined in the sole discretion of the Fire Chief, you shall immediately cease the action causing the conflict.

J. Personal Gain Prohibited.

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

Notwithstanding the foregoing, a member may receive compensation for services provided to a third-party during periods when the member is not providing services to the Fire District (i.e., during days off, vacation or otherwise); provided, however, that such services to third parties shall in no manner affect the member's performance of, or ability to perform services for, the Fire

District.

K. Attendance and Punctuality.

You shall report for duty on time. If you fail to report for duty on time without first notifying your supervisor you may be subject to corrective or disciplinary action, up to and including termination. If you report late for duty or are absent, you shall explain the reason for the tardiness or absence to your Supervisor. You may be subject to corrective or disciplinary action, up to and including termination, for excessive tardiness or absenteeism.

L. Use of Cellular Telephones (Cell Phones).

1. Personal Use of Cell Phones During Work Hours.

You shall limit the use of cell phones to make or receive personal calls to emergencies or pressing personal matters when on duty or while engaged in any Fire District activity.

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

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

- a. Not use the cell phone to send or receive calls while driving an emergency apparatus. You are prohibited from emailing or text messaging while driving a Fire District Apparatus or your personal vehicle while performing a Fire District duty or activity. You may use a hands-free device while driving a Fire District vehicle other than emergency apparatus, or while driving a personal vehicle in the performance of a Fire District duty/activity; however, you are prohibited from emailing or text messaging while driving, even when using a hands-free device.
- b. Be considerate of other people while using the cell phone, including but not limited to:
 - i. Avoid using the cell phone in the presence of other people whenever possible;
 - ii. Keep the call as short as possible; Do not discuss confidential information during the call that could be overheard or intercepted by another person;
 - iii. Do not speak in a loud voice or otherwise disturb other people; and,
 - iv. Use appropriate language.

M. Blogging, Social Networking, Letters to the Editor, and Other Forms of Public Expressions of Opinion.

Whether you choose to create or participate in a blog, wiki, social networking website, online photo sharing website, or other form of online publishing or discussion, send a letter to the editor, or engage in any other form of public expression or personal opinion (collectively, "public expressions of opinion") is your own decision; however, you shall be careful not to violate any Fire District rule, your duty of loyalty to the Fire District or any other applicable law. In addition, you are prohibited from:

1. Conducting activities related to public expressions of opinion using the Fire District's communications systems during work;
2. Representing any opinion or statement as the policy or view of the Fire District, or its Directors, officers and members or employees;
3. Making disparaging or defamatory comments about the Fire District, or its Directors, officers, members, employees, vendors, customers, or services that are not related to a matter of public concern; or,
4. Criticizing the Fire District, or its Directors, officers, members or employees on matters that are not related to a matter of public concern instead of using the dispute resolution procedures contained in this Handbook.

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

N. Social Media Policy.

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

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

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

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

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

to the Fire District.

In maintaining or contributing to Social Media or engaging in Posts, you shall not use the Fire District's name in their identity (*e.g.*, username, "handle" or screen name). You also shall not speak as a Fire District representative, unless expressly authorized by the Fire District.

Mutual respect and teamwork are essential to effective and efficient Fire District administration and operation. You shall be courteous, respectful, and thoughtful about how the Fire District and its members may be affected by Posts. Incomplete, inaccurate, inappropriate, threatening, harassing or poorly worded Posts may be harmful to other members, damage member relationships, undermine the Fire District's efforts to encourage teamwork, violate this Handbook, and harm the Fire District, which may result in corrective or disciplinary action up to and including termination.

You bear full responsibility for information contained in your Posts and your Social Media. You shall make certain that your Posts are accurate and shall correct any inaccurate statements you make. You shall not reference other Fire District members or Fire District customers without obtaining their express permission to do so. Most Social Media sites require that users, when they sign up, agree to abide by a Terms of Service document. You are responsible for reading, knowing and complying with the Terms of Service of the Social Media sites you use.

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

O. Public Relations/Press Releases.

You shall not release Fire District records without the prior approval of the Fire Chief or Administrator, as appropriate. You shall not give interviews or make statements to the public regarding Fire District matters without prior authorization.

P. Off-Duty Activities.

The Fire District may take corrective or disciplinary action, up to and including termination, for your off duty conduct that: relates to a bona fide occupational requirement or is reasonably and rationally related to your service activities and responsibilities; or is necessary to avoid a conflict of interest or the appearance of such a conflict with any of your responsibilities to the Fire District.

Q. Visitors.

Visitors or strangers who enter the Fire District Premises should be approached respectfully and their business ascertained. Visitors may not roam on the Fire District Premises without supervision. Visits shall not interfere with fire or emergency responses, or unduly burden other Fire District operations. Visits by a minor is prohibited without their guardian being present.

R. Public Records.

The Fire District has established an SOG entitled *Requests For Public Records And Assessing Charges For The Production Of Public Records*, which sets forth the Fire District's policy with respect responding to requests for public records from the Fire District. You shall read and comply with the SOG.

S. Attorney-Client Communications-Confidential.

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

T. Testimony.

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

Section 5

BENEFITS

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

A. Member Benefits.

The following benefits are available to all eligible members.

1. Expense Reimbursement.

All expense reimbursements and allowances of the Fire District shall comply with the Internal Revenue Service ("IRS") "accountable plan" requirements. The following three criteria shall be satisfied in connection with all expense reimbursements and allowances, whether made as an advance, after-expense reimbursement, *per diem*, allowance or otherwise:

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

The Fire District uses the "periodic statement method" for meeting the IRS requirements of timely substantiation and return of excess reimbursements, allowances, *per diems* and advances. Under this method, in each quarter of a calendar year the will Fire District issue a notice requiring you to return all excess reimbursements, allowances, *per diems* and advances within 120 calendar days of the issuance of the notice. You shall comply with the quarterly notices issued by the Fire District.

2. (Education Expense Reimbursement Policy).

NOTE: All training and education, whether mandatory or voluntary, and regardless of whether it is classified as an educational assistance program benefit shall be approved in advance by the Fire Chief and/or Administrator, as appropriate. Members, as volunteers, are not paid for any time spent in any educational or training activity. Reimbursement for the cost of any such

training depends on the type of training and is addressed below.

- a. All benefits provided under this Educational Expense Reimbursement Policy shall at all times comply with applicable IRS regulations and shall not constitute taxable income to the Fire District's member.
- b. The FLSA imposes significant restrictions on the education/training the Fire District may provide its Emergency Response Member and still maintain their volunteer status. The Fire District may reimburse a Emergency Response Member for all or a portion of the costs of tuition, transportation, meals, books, supplies or other materials *only* when the training/education is essential to his/her training as a Fire District Emergency Response Member or when attending the training/education is intended to teach him/her to perform efficiently the Emergency Response services for the Fire District.

1. Participation Requirements are as follows:

- a. All Emergency Response Members are required to complete basic wildland fire, structure fire, and EMS response training at the earliest opportunity. The Chief and/or Training Coordinator shall approve members prior to participation in an incident.
- b. It shall be required of each Emergency Response Members to respond to at least 25% of all emergency calls per full calendar year (Jan. 1 – Dec 31). Emergency Response Members joining after January 31 will need *only* to meet the full requirement the following year. Attendance will be reviewed and posted on a quarterly basis.
- c. All Emergency Response Members shall be required to attend a minimum of 36 hours per calendar year, (2 hours per month), of scheduled department fire training (internal training); this is a requirement for full members to receive FPPA benefits.
 - i. Hours earned in individual, small group training, or external training will count toward personal training hours but not as part of the scheduled training requirement. Training hours that apply toward the training requirement will be logged for each Emergency Response Member in attendance by the Chief, Assistant Chief, or Training Coordinator in the designated record system for the department.
 - ii. Hours earned in maintenance of Fire District facilities and/or equipment or other activities furthering department objectives will not be counted as scheduled training hours and shall be logged by the Emergency Response Member on forms available at Station 1.
 - iii. The Emergency Response Membership Committee may establish additional requirements for Emergency Response Members and

establish a method of tracking participation by Emergency Response Members. Emergency Response Members may receive credit for training, certification, special projects, etc. These credits may be used to meet participation requirements for Emergency Response Members.

- c. To qualify under this Education Expense Reimbursement Policy, a member's education/training shall be job-related *and* either: (i) be required by the Fire District or applicable law to maintain present salary, status or position or, (ii) maintains or improves the member skills in his/her *present* position. Training/education necessary for a member to *renew or maintain* a certification required for his/her current position will qualify under the Fire District's Expense Reimbursement Policy (*e.g.*, renewal of FF1, Hazmat–Operations level, EMT-B, *etc.*).
- d. If training/education qualifies under this Education Expense Reimbursement Policy, the Fire District may, (Fire Chief and/or District Administrator as appropriate) at their discretion, reimburse a member for tuition, books, supplies, and equipment; certain transportation and travel costs; and, other education expenses, such as costs of research and typing when writing a paper is part of an educational program.
- e. **Under no circumstances will a member receive a payment/reimbursement under the Educational Assistance Program (discussed below) and this Education Expense Reimbursement Policy for the same education/training related cost or expense (*i.e.*, no "double dipping").**
- f. Most travel expenses, with the exception of meals, will be paid in advance using either the Fire District's credit card or through purchase orders. These expenses include the cost of the training/class, accommodations, lodging, *etc.* If a member uses a personal vehicle, the Fire District may pay mileage according to the latest IRS mileage reimbursement rate.
- g. Meals and Incidental Expenses. Because lodging is typically pre-paid, the Fire District applies the federal Meal and Incidental Expense rate (M&IE) for the day and locality of travel in accordance with applicable IRS rules and the rates established by the U.S. General Services Administration ("GSA") from time to time. Receipts are *not* required for meals and incidental expenses; however, the member still shall substantiate the business purpose and travel days. Excess *per diem* allowances shall be returned to the Fire District in accordance with its accountable plan policy stated above (example – a member receives a *per diem* for 3 travel days, but actually has only 2 travel days. The unused *per diem* shall be returned).

3. Educational Assistance Program.

a. Generally,.

- i. All benefits provided under this Educational Assistance Program shall at all times comply with applicable IRS regulations and shall not

constitute taxable income to the Fire Department's members.

- ii. All members shall adhere to the procedures necessary to schedule, attend, document and pay for any Education/Training or Elective Education/Training, including tuition, books and materials, travel, lodging, and meals, as applicable. Education/training classes, travel arrangements and other accommodations shall be arranged with the best interests of the Fire Department in mind and in the most fiscally responsible manner possible.
- iii. All Fire Department members participating in Education/Training or Elective Education/Training are required to conduct themselves in a professional manner at all times.
- iv. The Fire Chief's decision shall be final on any issues that arise with respect to this Educational Assistance Program.

b. Members.

- i. Mandatory Education/Training and Elective Education/Training only apply or are available to members when they are intended to teach them to perform efficiently the services they provide or will provide as members, or when it is essential to their training as members for the Fire Department.

c. Education/Training

- i. All training not expressly designated by the Fire Department as Education/Training shall be Elective Education/Training.
- ii. The Fire Department will pay the tuition/registration, books and course materials for Education/Training. Meals, travel and lodging are covered under the Fire Department's Educational Assistance Program as discussed under Education Expense Reimbursement Policy.

d. Elective Education/Training

- i. For those members whom the Fire Department selects to participate in its EMR or EMT-B Training Program, the following rules apply:
 - 1. If you have been a member for the Fire Department for less than 1 year, you shall pay for all costs associated with your participating in the EMR or EMT-B Training Program; however, once you have completed 1 years with the Fire Department, you may apply to the Fire Department for reimbursement of the actual costs you incurred for tuition, books and supplies to participate in EMR or EMT-B Training Program,

as long as you obtained a State of Colorado EMR or EMT-B certification. If the Fire Department reimburses you for such costs, you will be required to repay the Fire Department for the prorated amount of such reimbursement if you cease working for the Fire Department within 1 year of the date the Fire Department reimbursed you for such costs. For example, if you cease working for the Fire Department six or nine months after you were reimbursed, you would be required to repay 50% of the amount you received.

2. If you have been a member of the Fire Department for at least 1 year, the Fire Department will pay for all costs associated with your participating in the EMR or EMT-B Training Program, including tuition, books and supplies to participate in EMR or EMT-B Training Program, as long as you obtain a State of Colorado EMR or EMT-B certification. If you fail to obtain the State of Colorado EMR or EMT-B certification within 6 months of completing the EMR or EMT-B training, you shall reimburse the Fire Department for all costs it paid on your behalf. Further, you will be required to repay the Fire Department for the prorated amount of all costs it paid on your behalf if you cease working for the Fire Department within 1 year from the date you obtained the State of Colorado EMR or EMT-B certification. For example, if you cease working for the Fire Department six months after obtaining the State of Colorado EMR or EMT-B certification, you will be required to repay 50% of the amount the Fire Department paid on your behalf.
3. Reimbursement for meals, travel and lodging for Elective Education/Training is *not* covered under the Fire Department's Educational Assistance Program but may be covered under its Expense Reimbursement Policy discussed in Section 1.

4. Leaves.

a. Administrative Leave.

The Fire Chief, Board or District Administrator may, in his/her discretion, immediately place a member on administrative leave for any reason. While on administrative leave, you shall not participate in any Fire District duties, responses, activities, or training.

b. Personal Leave of Absence.

Emergency Response Members may request a leave of absence for up to six months from the date of approval. Leaves of absence shall not exceed twenty-four (24) months in twenty (20) years. You shall submit a written request for a

leave of absence to the Fire Chief at least five business days before the start of the requested leave. The Fire Chief may grant a leave of absence along with terms and conditions, in his/her sole discretion. All Fire District property shall be returned to the Fire District before beginning the leave. The member will be responsible for the cost of replacing or repairing any lost or damaged property, at the option of the District. A member on leave of absence shall be relieved of all duties. Time taken for leave of absence shall not count toward pension credit accrual. An authorized leave of absence does not constitute a Break in Continuous Service (as defined in the Pension Board Bylaws) but, to the extent permitted by law, the volunteer firefighter shall make up the time spent on the authorized leave of absence before the time will be included in the member Total Creditable Service Time (defined in the Pension Board Bylaws). Subject to applicable law, you are not guaranteed a job or volunteer position upon returning from a leave of absence. The Fire Chief will determine if you will be reinstated to your former position or another position as a member based upon such factors as the availability of a position, the Fire District's financial condition, your standing at the time you took the leave, your prior length of employment/service, and the length of leave taken. The Fire Chief will determine if you shall meet any specific training, fitness for duty evaluation, or other requirements as a condition of reinstatement.

c. Military Leaves of Absence.

Leaves of absence for military duty and training will be granted to all members in accordance with applicable law. If you are called to active military duty or to reserve or National Guard training, or you volunteer for the same, the Fire District requests that you submit a copy of your military orders to your supervisor as soon as practicable. Your eligibility for reinstatement after military duty or training will be determined in accordance with applicable law.

5. Injury Leave -Workers' Compensation Insurance.

a. Reporting On the Job Injuries – Providers.

The Fire District provides Workers' Compensation Insurance to all Emergency Response Members. If you suffer a work-related injury, illness, or exposure, you shall submit a written report to your supervisor within four working days of the injury, illness or exposure. If you contract an occupational disease as a result of your work for the Fire District, you shall submit a written report of the occupational disease to your supervisor within 30 days after the first distinct manifestation of the occupational disease. Failure to follow these procedures may jeopardize your right to workers' compensation benefits. All Emergency Response Members shall comply with SOG entitled *Work Comp Management*.

b. Fitness to Return to Duty.

As stated in Section 2(T), you may be required to obtain a physician's certification that you may return to work and may be required to complete a fitness for duty

examination to determine your ability to perform the essential functions of your position. You also may be required to undergo a skills assessment and/or refresher or recertification training to establish your ability to perform the essential functions of your position.

6. District Provided Benefits.

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

Fire District has established a Pension Benefit Plan. The details of the Pension Benefit Plan can be obtained from the Fire District's administrative offices. In general, an Emergency Response Member who has provided a minimum of 10 years of Total Creditable Service Time, as defined in the Pension Board Bylaws, will become vested in a monthly pension benefit.

Emergency Response Members are provided Accident/Sickness Insurance along with workers' compensation insurance through Fire District's insurance carrier. Further policy information is attached annually upon renewal in Appendix E.

Emergency Response Members are provided access to life insurance through Fire District's insurance carrier. Further policy information is attached annually upon renewal in Appendix E. Please see the plan documents for specific information on this insurance.

All Emergency Response Members in good standing may receive reimbursement for miscellaneous expenses incurred in the course of responding to emergency incidents. Reimbursement may or may not be paid at the discretion of the Chief based on the needs of the Dept. For further information, see the Member Reimbursement Policy as approved by the Board in Appendix D.

Section 6

DISCIPLINE AND TERMINATION

A. Discipline.

Discipline is an action taken against you for violating a supervisor's verbal/written order or direction, a provision of this Handbook, a Fire District rule, or applicable law, or for deficient performance or behavioral problems, and which involves one or more of the actions described in Section 8(B)(2) below. Section 7 applies to both employees and volunteers as applicable.

1. At Will Service; No Progressive Discipline.

The Fire District does not have a progressive or step-discipline policy. You are "at will" and may leave the Fire District at any time. The Fire District also may terminate your volunteer service at any time, with or without cause, subject only to the requirements of applicable law.

2. Reporting Violations.

You shall promptly report a violation of this Handbook or other Fire District rule, applicable law, an SOG, or other alleged member misconduct to your supervisor or the Fire Chief.

3. When Discipline May Be Imposed.

The following is a non-exclusive list of circumstances that may result in disciplinary action, up to and including termination:

- a. Violation of this Handbook, the SOGs, or any other rule, policy or procedure of the Fire District.
- b. Direct or indirect insubordination, disrespect for or disobedience to a request, direction or order of a supervisor.
- c. Unauthorized release of information regarding the Fire District, its employees, members, guests, or persons to whom it has rendered a service.
- d. Unauthorized use or removal of property belonging to the Fire District, other employees or members, guests, or persons served by the Fire District.
- e. Violation of the Fire District's conflicts of interest and personal gain policies.
- f. Carelessness, negligence, or misuse of Fire District property, whether or not resulting in injury to members, apparatus, citizens or other property.
- g. Willful destruction of Fire District property or the property of others.

- h. Falsification of, or material omission from, an employment/volunteer application or any other Fire District record.
- i. Violation of the Fire District's illegal drug and alcohol policy.
- j. Failure to perform assigned duties in a satisfactory manner or to carry out duties of the member's Job Description.
- k. Unexcused absence or tardiness, or excessive absence or tardiness adversely affecting the Fire District's operations or the member's performance.
- l. Leaving Fire District Premises, job site or incident scene without a legitimate reason, permission of the supervisor, or proper relief during absence.
- m. Violation of the Fire District's tobacco policy.
- n. Disorderly conduct, including, but not limited to, gambling; verbal abuse; fighting; use of threats; intimidation; coercion; engaging in any activity that interferes with the member's job performance or any other member's job performance; or, repeated use of abusive, obscene, indecent or profane language.
- o. Lack of courtesy to Fire District guests or customers, Fire District Board members, Fire District employees, officers or other members.
- p. Violation of the Fire District's Dress Code or Code of Conduct.
- q. Unauthorized long distance or personal telephone calls.
- r. Engaging in any criminal activity.
- s. Major violations of Colorado driving laws, or loss or suspension of driver's license.
- t. Falsification, destruction, or unauthorized use of Fire District records, reports, or other data or information belonging to the Fire District.
- u. Failure to report violations of safety policies and procedures.
- v. Failure to use safety gear, clothing, or equipment properly.
- w. Using Fire District apparatus, vehicles, equipment, or property for personal use.
- x. Abuse of leave.
- y. Engaging in a Federal, State, county, or local political campaign during a member's working hours in a manner which violates Federal or State laws.
- z. For a member who wears a Fire District badge or other official Fire District

insignia, or who bears Fire District credentials as evidence of authority or identity, permitting such badge, insignia or credentials to be used or worn by any other person without the express approval of the Fire Chief.

- aa. Using badges, insignia or credentials for preferential treatment or personal gain.
- bb. Unauthorized use of Fire District funds and/or credit cards.
- cc. Violation of the Fire District's anti-discrimination/anti-harassment policy.
- dd. Violation of the Fire District's workplace violence policy.

B. Discipline Procedure.

1. Two Supervisors Rule.

Whenever a supervisor is conducting a disciplinary meeting, a second supervisor shall be present.

2. Notice of Recommended Discipline and Meeting.

Your supervisor will determine the discipline to be recommended based upon the specific facts and circumstances of the case, considering your prior work performance, including, but not limited to any prior corrective actions or discipline. During investigation of circumstances and determining disciplinary action the member may be placed on Administrative Leave with or without pay. If, based upon all of the facts and circumstances, the supervisor believes discipline is warranted, the supervisor may recommend one or more of the following forms of discipline as applicable.

- a. Probation;
- b. Action Plan;
- c. Suspension;
- d. Fine;
- e. Demotion; or
- f. Termination of Volunteer Services.

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

The *Notice of Recommended Discipline* will state a date and time at which you are required to meet with the supervisor, which meeting will occur within 6 business days of your receiving the *Notice of Recommended Discipline*. If the supervisor cannot hold the meeting within the 6-day period due to unavailability, the meeting shall occur with you as soon as practicable. Before the

meeting, you may submit a written response to the *Notice of Recommended Discipline* in accordance with Section 8(B)(3), below.

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

3. Written Response.

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

4. Supervisor's Recommendations to the Fire Chief.

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

5. Fire Chief's Decision on Recommendations.

The Fire Chief may conduct such investigation as he/she deems appropriate. The Fire Chief will issue a written decision on the supervisor's recommendations within 10 business days of receiving the recommendations or as soon thereafter as practical. The Fire Chief's decision is the final decision of the Fire District for all purposes. If a volunteer is terminated for disciplinary action, reapplication will not be accepted for one (1) year from the date of termination. If after one year the application is accepted, time served as a volunteer in previous years will be counted toward the volunteer's pension. In situations resulting in termination which you wish to dispute or disciplinary action you feel violates handbook equal employment/service opportunities or harassment and discrimination policies, you may submit a written request to the board for their review. This request shall be submitted in accordance with handbook Dispute Resolution Procedures Section 8-C. All disciplinary action taken shall be reported to the Board of Directors in a timely manner.

6. Disciplinary Action by the Fire Chief.

The Fire Chief may, at any time, commence disciplinary action against you. The Fire Chief will provide you with a *Notice of Possible Discipline* that contains the information set forth in Section 8(B)(2). You shall meet with the Fire Chief to discuss the discipline being considered. You may provide a written response as provided in Section 8(B)(3). The Fire Chief may conduct such investigation, as he/she deems appropriate. The Fire Chief will issue his/her decision within 10 business days of meeting with you, or as soon thereafter as practicable. The Fire Chief's decision will be the final decision of the Fire District for all purposes. In situations resulting in termination which you wish to dispute or disciplinary action you feel violates handbook equal employment/service opportunities or harassment and discrimination policies, you may submit a written request to the board for their review. This request shall be submitted in accordance with

handbook Dispute Resolution Procedures Section 8-C. All disciplinary action taken shall be reported to the Board of Directors in a timely manner.

7. Personnel File.

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

8. Board Discipline of the Fire Chief.

The Board has the sole discretion with respect to imposing discipline against the Fire Chief. The Fire Chief is not entitled to receive progressive or step-discipline; nor does any discipline imposed by the Board alter the Fire Chief's status, serving at the pleasure of the Board. The Board may place the Fire Chief on administrative leave, in its sole discretion, while the disciplinary action is pending. The Board will, to the extent practicable, in compliance with the Colorado Sunshine Law, and its ability to schedule regular or special meetings, follow the procedures contained in Sections 8(B)(2) & (3). The Fire Chief and the Board will meet to discuss the discipline being considered. The Fire Chief may submit a written response, which shall be submitted to the Board members at least 24 hours before the meeting. The Board will issue its final decision on the discipline as soon after the meeting as reasonably practicable.

C. Termination of Volunteer Service for Reasons Other Than Discipline.

The Fire Chief, on his/her own initiative or upon a supervisor's recommendation, may terminate your volunteer service for other than discipline, where the Fire Chief finds it is in the best interests of the Fire District, its employees, members and/or the citizens and property it serves, including your goals and needs are inconsistent with the Fire District's goals and needs, you are not integrating into the Fire District's work force, operations or administrations, or attitude or behavioral problems that, while perhaps not rising to a level requiring discipline, are not in the best interests of the Fire District, its employees, members and/or the citizens and property it serves. In such circumstances the supervisor (if supervisor recommendations are involved) and the Fire Chief shall follow the procedures set forth in Section 8(B). All disciplinary action taken shall be reported to the Board of Directors in a timely manner.

Section 7

DISPUTE/DISCIPLINARY RESOLUTION PROCEDURES

A. Scope.

This Section 8 applies to any aspect of any corrective action, disciplinary action or termination of service, or any personnel decision relating to appointment promotion, or performance evaluations. Such matters shall be addressed in accordance with the policies and procedures, if available, outlined in the relevant portions of this Handbook and SOG's.

B. Informal Problem Resolution.

You shall first address the supervisor or other member with whom you have the dispute and attempt to resolve the dispute directly. If the informal means of problem resolution are not successful, you may utilize the dispute resolution procedures set forth in Section 7(C), below.

C. Dispute/Disciplinary Resolution Procedures.

After satisfying Section 7(B) above, you may submit a written dispute to the Fire Chief as appropriate, or if the dispute involves the Fire Chief, then you may submit a written dispute to a Board member.

1. You shall submit your written dispute within 6 business days of the issue or event that is the reason for the dispute. The written dispute shall be placed in a sealed envelope. If the dispute is being submitted to the Fire Chief, the sealed envelope shall be marked "Confidential Dispute Resolution for the Fire Chief ". If the dispute is being submitted to the Board, then the sealed envelope shall be marked "Confidential – Dispute Resolution for the Board." In either case, the sealed envelope shall be delivered to the administrative office.

2. The written dispute shall, at a minimum, state the following:

- a. The date of the disputed issue or event, and the date you submitted the written dispute;
- b. Your name;
- c. A description of the dispute; how, when and where it arose; the parties involved; and, its present status, including a description of the steps you took to resolve the dispute on an informal basis;
- d. All documents or other materials supporting your position; and
- e. The relief sought or a proposal for resolution of the dispute.

3. If the dispute is submitted to the Fire Chief, he/she may make such investigation as he/she deems appropriate under the circumstances and issue a written decision as soon as possible. In situations resulting in termination which you wish to dispute or disciplinary

action you feel violates handbook equal employment/service opportunities or harassment and discrimination policies, you may submit a written request to the board for their review. This request shall be submitted in accordance with handbook Dispute Resolution Procedures Section 7-C.

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

Section 8

ADDITIONAL MEMBER ADMINISTRATION INFORMATION

A. Application Process.

The minimum requirements to apply for a Emergency Response Member position with the District are:

1. Shall be a citizen of, or legally authorized to work in, the United States of America.
2. Shall be 18 years of age or older.
3. Shall possess a high school diploma or higher education or a G.E.D. equivalent.
4. Shall possess a valid Colorado State Driver's License and an acceptable driving record.
5. Shall be a resident of the district. Exceptions may be made by membership committee.
6. Shall pass a background check.

The minimum requirements to apply for a Non-Emergency Response Member position with the District are:

1. Shall be a citizen of, or legally authorized to work in, the United States of America.
2. Shall be 18 years of age or older.
3. Shall possess a valid Colorado State Driver's License and an acceptable driving record.
4. Shall be a resident of the district. Exceptions may be made by membership committee.

Any person meeting the eligibility requirements set forth above may apply to become a volunteer by completing the Fire District application form. Applicants shall submit the application to the Fire District office. Any false information provided on the application shall cause such application not to be processed. False information discovered after an applicant is voted a member of the Fire District will be cause for dismissal of the member.

Once the applicant has attended a meeting with the Chief and Assistant Chief, or CWPP Implementation Team Coordinator, shall investigate the information on the application and any further conditions set forth by the Fire Department. The Chief or CWPP Implementation Team Coordinator will decide whether the applicant becomes a member.

B. Probationary Emergency Response Members.

Each probationary emergency response member will be required to successfully complete the Probationary Training Program and any additional training the Chief deems necessary.

Probationary emergency response members shall be present at a minimum of 75% percent of the regularly scheduled "in-house" training sessions (EMS and Fire). The Emergency Response Training Coordinator shall provide training attendance reports to the Chief on a quarterly basis.

Probationary emergency response members shall be evaluated every three months regarding performance during training exercises, response to paged calls, assigned activities and all other rules, policies, and procedures of Fire District, whether contained in this Handbook, General Operating Guidelines and/or Fire Prevention Policies, and Probationary Handbook or otherwise.

The probationary period shall be up to one year. The probationary period is designed to familiarize the individual with Fire District's procedures, district, facilities, apparatus, and equipment. The probationary period may be extended by the Chief.

After the three -month anniversary of the admission as a probationary member, and at three-month intervals thereafter, the probationary member shall be:

1. Continued in the probationary term with a favorable recommendation by the membership officers, or
2. Dismissed upon recommendation of the Chief and Assistant Chief after investigation of inability to progress to a volunteer member.
3. After completion of probationary period, and with a favorable recommendation by the Chief and Assistant Chief, the individual shall be accepted as a regular full member with the majority vote of the regular membership full members.

C. Emergency Response Member Status.

To be considered an Emergency Response Member in Good Standing, the following requirements shall be met:

1. Each Emergency Response Member shall attend at least 50% percent of the regular meetings and trainings each calendar year, unless other arrangements are made with the Chief or Assistant Chief. The Chief or Assistant Chief shall review attendance quarterly.
2. Unless the Chief had excused attendance, each Emergency Response Member shall perform a minimum of 36 hours of Fire District-approved fire training each calendar year and a minimum of 12 hours of Fire District-approved medical training.
3. Each Emergency Response Member shall maintain a minimum of 25% response to all paged calls each calendar year. The Chief or Assistant Chief will review response percentages quarterly.
4. If an Emergency Response Member fails to meet the minimum service requirements set forth in this section, the member will not receive credit for that year's volunteer

services for purposes of the Fire District Emergency Response Member Pension Plan and may be subject to discipline.

5. After the three -month anniversary of the admission as a probationary member, and at three -month intervals thereafter, the probationary member shall be:
 - a. Continued in the probationary term with a favorable recommendation by the membership officers, or
 - b. Dismissed upon recommendation of the Chief and Assistant Chief and two-thirds (2/3) majority vote of the regular full membership present. If a two-thirds (2/3) majority vote to dismiss is not achieved the individual shall continue in the probationary term.
 - c. After completion of probationary period, and with a favorable recommendation by the Chief and Assistant Chief, the individual shall be accepted as a regular full Emergency Response Member with the majority vote of the regular full membership.

D. Elected Emergency Response Member Chief Officers.

Robert's rules of Order will be followed for all elections.

Election of officers shall be conducted at a regularly scheduled meeting in December and the elected officers will begin their position effective January 1.

Positions with multiple candidates shall be by secret ballot. The candidate with the greatest number of votes will be the elected candidate.

Elected officer vacancies within the calendar year will be filled by a majority vote of the general department at the next scheduled meeting or training. The selected officer will be considered interim until the official voting in December for the yearly elected officers are held.

In special cases, such as serious illness, death, etc., a replacement officer can be appointed by the Chief or in his absence by the Membership Committee his designee and presented to the general membership for ratification.

E. Appointed Emergency Response Member Officers.

A member appointed to an Officer position shall serve for a term of one year. The Chief and Assistant Chief shall mutually agree upon the qualified candidate(s) to fill the vacant Volunteer Officer position(s). If the Chief and Assistant Chief cannot agree on the candidate(s) to be selected, the Chief shall select the candidate(s) to fill the vacant Volunteer Officer position(s).

All Volunteer Officers shall maintain Member in Good Standing status.

The Volunteer Officers of the Fire District shall be the Captain(s) as deemed necessary by the Chief.

In the event a superior officer is absent, the next in order of rank will assume the duties of the absent superior officer.

Any Volunteer Officer may resign at any time by giving written notice thereof to the Fire Chief. Such resignation shall take effect on the date specified therein and no acceptance of the same shall be necessary to render the same effective. The Chief shall inform resignations to the board.

The Chief may remove any Volunteer Officer at any time, with or without cause. The board shall be informed of all such actions.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Chief upon the recommendation of a majority of the other Volunteer Officers for the unexpired portion of the term. The Chief shall inform the Board of Directors of such actions.

F. Emergency Response Member Officer Meetings.

Member Officers' meeting will be held at least once a month.

Special meetings of the Volunteer Officers may be called at the request of the Fire District Board, the Chief or any two Volunteer Officers. The authorized person or persons who call a special meeting may fix any place within the Fire District's jurisdiction as the place for holding a special meeting of the Volunteer Officers called by them.

Notice of each special meeting of the Volunteer Officers shall be given to each Volunteer Officer. If such notice is given either (a) by personally delivering written notice to an Officer or (b) by personally telephoning such Officer or (c) by emailing such Volunteer Officer, it shall be given at least two calendar days prior to the meeting. If such notice is given by depositing a written notice in the United States mail, postage prepaid to such Volunteer Officer at his/her residence or place of business; it shall be so given at least four calendar days prior to the meeting. The notice of all meetings shall state the place, date and hour thereof, but need not, unless otherwise required by statute, state the purpose or purposes thereof.

A majority of the Volunteer Officers shall constitute a quorum for the transaction of business at any regular or special meeting of the Volunteer Officers. If less than a majority of the Volunteer Officers are present at a meeting, the Volunteers Officers present shall adjourn the meeting for lack of a quorum.

The act of a majority of the Volunteer Officers present at a meeting at which a quorum is present shall be the act of the Volunteer Officers, unless the act of a greater number is required by law or by this handbook.

Members of the Volunteer Officers may hold or participate in a meeting of the Volunteer Officers by means of conference telephone or similar communications equipment provided that all such persons participating in such meeting can hear each other at the same time. Similarly, members of the Volunteer Officers may hold or participate in a meeting of the Volunteer Officers by means of email provided that all such persons participating in such meeting are contemporaneously communicating with all other Volunteer Officer members in all emails related to the subject matter of the meeting.

G. Emergency Response Member Meeting

Regular business meetings of these Emergency Response Members will be held once a month. The highest-ranking Volunteer Officer attending the meeting shall be the “Chair” of the meeting.

Special meetings of the volunteers may be called by or at the request of the Chief or the highest-ranking Volunteer Officer then in office. The highest-ranking Volunteer Officer attending the meeting shall be the “Chair” of the meeting. The authorized person or persons calling a special meeting of the volunteer membership may fix any place within the Fire District as the place for holding the special meeting.

No notice of regular meetings shall be required beyond this handbook. Notice of each special meeting of volunteer membership shall be given to each volunteer. If such notice is given either (a) by personally delivering written notice to a volunteer, (b) by personally telephoning such volunteer, or (c) by emailing such volunteer, it shall be so given at least two calendar days prior to the meeting. If such notice is given by mail, it shall be depositing in the United States mail, postage prepaid, and directed to the volunteer at his/her residence or place of business, at least four calendar days prior to the special meeting. The notice of all special meetings shall state the place, date and hour thereof, but need not, unless otherwise required by statute, state the purpose or purposes thereof.

One-half of the Emergency Response Membership plus one shall constitute a quorum for the transaction of business at any meeting. If less than a quorum present at said meeting, the majority of the volunteers present that vote to adjourn the meeting for lack of a quorum. Volunteers may participate by telephone.

The act of a majority of the regular volunteers present at a meeting at which quorum is present shall be the act of the volunteer membership, unless the act of a greater number is required by law or by this handbook. Meetings will be conducted following Robert’s Rules of Order.

H. CWPP Implementation Team Non-Emergency Responder Member Meeting

Regular business meetings of these Non-Emergency Response Members will be held monthly. The CWPP Implementation Team Coordinator, or designee, attending the meeting shall be the “Chair” of the meeting.

Special meetings of the volunteers may be called by or at the request of the CWPP Implementation Team Coordinator. The authorized person or persons calling a special meeting of the volunteer membership may fix any place for holding the special meeting.

No notice of regular meetings shall be required beyond this handbook. Notice of each special meeting of volunteer membership shall be given to each volunteer. If such notice is given either (a) by personally delivering written notice to a volunteer, (b) by personally telephoning such volunteer, or (c) by emailing such volunteer, it shall be so given at least two calendar days prior to the meeting. If such notice is given by mail, it shall be depositing in the United States mail, postage prepaid, and directed to the volunteer at his/her residence or place of business, at least four calendar days prior to the special meeting. The notice of all special meetings shall state the place, date and

hour thereof, but need not, unless otherwise required by statute, state the purpose or purposes thereof.

One-half of the CWPP Implementation Team Non-Emergency Membership plus one shall constitute a quorum for the transaction of business at any meeting. If less than a quorum present at said meeting, the majority of the volunteers present that vote to adjourn the meeting for lack of a quorum. Volunteers may participate by telephone.

The act of a majority of the regular volunteers present at a meeting at which quorum is present shall be the act of the volunteer membership, unless the act of a greater number is required by law or by this handbook. Meetings will be conducted following Robert's Rules of Order.

I. Member Books and Records.

The volunteer membership shall keep correct and complete books and records of all accounts maintained by the volunteer membership. The volunteer membership also shall keep minutes of the proceedings of the meetings of its volunteer membership, its Volunteer Officers and any committees. All books and records of the volunteer membership may be inspected by any fire district board member, or the Chief for any proper purpose at any reasonable time.

J. Uniforms and Safety Equipment.

Members may receive uniforms and other safety equipment from the Fire District at no cost; however, unless otherwise specified, this property is on loan and is expected to be well maintained. Fire District equipment will be returned when a member leaves.

K. Training Guidelines.

The Chief or designee shall set minimum certification levels, required training, and recommended training for all positions of the Fire District. These guidelines shall be reviewed and revised as necessary and a part of the SOG's

The Fire District's training program shall maintain a program that meets, at minimum, the requirements for certification of personnel as identified by the Chief. The Fire District will ensure that the resources and times are available for all members to meet the minimum training requirements for their position. The Fire District will encourage all members to pursue recommended training for their positions, and to the extent possible, with regard to operational and fiscal restraints, facilitate this training.

L. Volunteer Training Responsibilities.

Fire District members shall attend and participate in a minimum of training activities as outlined in the handbook. Members will take the responsibility for gathering information presented during the training sessions they may miss. Members should attempt to take advantage of any outside training opportunities provided that will further their skills, knowledge, and experience.

Members will conduct themselves in a professional and courteous manner while attending any

training session. All members are responsible for maintaining complete and accurate individual training records. Any and all certificates relating to completed training shall be sent to the Training Coordinator.

M. Member External Training.

All external training considered for financial support shall be pertinent to the organization. Generally, only CWPP Services, Fire Mitigation, Fire, EMS, or Hazardous Materials training will be considered. The Chief or designee may consider other support or administrative training on a case-by-case basis.

Emergency Response Members wishing to attend external training shall be a Member in Good Standing. This includes call attendance, training attendance, and acceptable overall performance as judged by the Chief, Assistant Chief, or responsible officer based on the current handbook guidelines.

Non-Emergency Response Members wishing financial support for external training must obtain approval from the Fire Chief or the CWPP Implementation Team Coordinator.

The Fire District prefers to pay directly for the expenses related to the class. However, if necessary, the department will reimburse travel, tuition, lodging, and meals to a predetermined amount prior to the class. The member requesting training shall present all costs to the department. Additional clothing or other necessary equipment for the course may be purchased or provided by the department.

All external trainings are subject to pre-approval of all expenses prior to member attendance by the Chief or his designee. All external training paid for by the department shall be completed successfully to obtain any kind of reimbursement.

The department will not reimburse money paid for alcoholic beverages, personal items, personal phone calls, other items deemed unnecessary, or any amount over the predetermined expense. If any alcohol is consumed, driving a department vehicle for any reason is expressly forbidden.

Department vehicles typically should not be taken out of service to provide transportation to a multi-day or distant (out of county) class without specific permission of the Chief. For use of a department vehicle for out of district training, all of the above guidelines shall be met; in addition, there shall be at least two Fire District members authorized to operate department vehicles attending the class. Department vehicles shall be returned fully cleaned, stocked, and fueled. If any mechanical problems develop during the trip, the class attendee(s) is responsible to arrange for repairs.

N. Limited and Restricted Duty.

1. Limited Duty:

- a. Any Member in Good Standing may apply for limited duty for medical reasons for a period of time between 30-90 days if they are able to safely perform some, but not all, of the duties of their position. A member

requesting limited duty shall submit a written letter to the Chief listing the dates of the limited duty and the limitations required. In addition, the member should provide a signed note from their physician indicating the need for the limited duty and the limitations required. The Chief will approve or deny the request and inform the volunteer officers and membership. To return to full duty, the member shall provide a signed note from their physician indicating that the member is medically cleared to return to full duty.

2. Restricted Duty:

- a. The Chief may restrict a member's duties at any time as a result of a disciplinary action, safety concern, or for any other reason. In the case of a restriction of duty, the Chief will provide a written notice of the duty restrictions to the affected member. The member will sign the notice acknowledging receipt and a copy will be placed in the member's file. The Chief will inform the volunteer officers and membership of the duty restrictions.
- b. The Chief will decide when restrictions may be lifted and will notify the affected member by a written notice. The member will sign the notice acknowledging receipt and a copy will be placed in the member's file. The Chief will inform the volunteer officers and membership that the duty restrictions have been lifted.

Section 9

MEMBER ACKNOWLEDGMENT

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

APPENDIX A

MEMBER ACKNOWLEDGEMENT

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

I understand the Fire District Board of Directors has the right to change the Fire District rules, policies, procedures, and benefits, including any aspect of the Handbook, at any time without notice, subject only to applicable law.

I further understand the Handbook, as amended from time to time, applies to all Fire District members. I understand the Handbook does not constitute an express or implied contract of employment service. Notwithstanding any statement to the contrary in the Handbook or any other Fire District document (whether in electronic or paper form), or any statements made by any Fire District Director, member or agent, I understand Fire District members serve as volunteers on an "at will basis". As a result, I understand that members may terminate their volunteer service with the Fire District without notice at any time. Similarly, the Fire District may terminate a member's volunteer service at any time with or without cause, subject only to the requirements of applicable law.

Printed Name

Signature

Date

**GLACIER VIEW FIRE PROTECTION DISTRICT BOARD-APPROVED VOLUNTEER
MEMBER REIMBURSEMENT POLICY**

Personnel who respond to emergency incidents shall be reimbursed for miscellaneous expenses as shown below. Reimbursement shall be paid at the end of each quarter. Reimbursement requirements may be changed to meet the needs of the Fire District.

Participation in an emergency incident shall be defined as being attached to a responding emergency vehicle that is responding to the incident or a member that is placed in a standby position by the Incident Commander. This will require that all personnel not responding on an emergency vehicle report to the Incident Commander via the assigned radio channel. Calling in on cell phones or being at Glacier Fire Base without communicating with the Incident Commander will not count as participating in the emergency incident.

Any dispute whether a member has been reimbursed for the correct number of calls attended will be presented in writing to the Membership Committee for resolution. All disputes shall be presented within one month after the end of the previous quarter.

Membership Reimbursement shall be as follows:

Firefighter/EMT	\$25.00 per call
Probationary Firefighter/EMT	\$20.00 per call

APPENDIX E

GLACIER VIEW FIRE PROTECTION DISTRICT BOARD-APPROVED ORGANIZATIONAL CHART

