

Divide Fire Protection District

Public Meeting of the Board of Directors
June 11th, 2024
6:00 P.M.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Review and Approve Agenda
- 4) Review, Approve, and Sign Minutes of Prior Meetings
- 5) Public Comments
- 6) Financial & Administrative Matters
 - A) Financial Matters
 - B) Purchase Orders
 - C) Any Other Administrative Issues
- 7) Chief's Report
 - A) Board Business Meeting Attendees
- 8) Old Business
 - A) Policies/Handbook
 - i. Workers Comp Drug Testing
 - ii. Paid Employee Hour Reporting
 - B) 5 Year Plan
 - C) Audit
 - D) Volunteer Funds Discussion
 - E) Chief Performance Review
- 9) New Business
 - A)
- 10) Executive Session - Executive Session to discuss personnel matters related to Chief McCleod, pursuant to §24-6-402(4)(f), C.R.S.
- 11) Adjournment



DIVIDE FIRE PROTECTION DISTRICT

Board of Directors Meeting

Shoemaker Fire Station, 103 Cedar Mountain Road (Mail: PO Box 941), Divide Colorado, 80814
June 11th, 2024 at 6:00 p.m.

MINUTES OF THE REGULAR MEETING

1. Call to Order

President Josh Weatherill called to order the regular meeting of the Board of Directors of the Divide Fire Protection District (DFPD) at 6:00 p.m.

Board members present:

Josh Weatherill – President	Steed Lopez – Vice President
Allison Mosser – Treasurer	Mary Lynne Babiarz – Secretary
Dennis Luttrell – Director	

2. Pledge of Allegiance

3. Review and Approve Agenda

Motion by Director Lopez to approve the agenda with the addition of item 9.a. FPPA Agreement. Second by Director Mosser. The motion passed unanimously.

4. Review, Approve, and Sign Minutes of Prior Meetings

Motion by Director Babiarz to approve the minutes of the previous month's regular meeting. Second by Director Lopez. The motion passed unanimously.

5. Public Comment – none.

6. Financial & Administrative Matters

A. Financial Reports – attached. Diana Perkins pointed out the variances in line items 4345 and 5415 were due to the increased revenue flow that was not properly accounted for in budgeting those line items.

B. Purchase Orders – 2024-07 Leadership Conference \$4950

C. Other Administrative – Perkins reported the bid for finishing the fence around the front of the station came in about \$2000 over budget. Chief McLeod will be getting a bid on the carpet, also a capital expenditure, and will see how that bid comes in before formulating a plan.

Motion by Director Mosser to approve the financials, bills, and purchase order. Second by Director Luttrell. The motion passed unanimously.

7. Chief's Report – attached.

The board requested some statistics on paid versus volunteer response during the previous months, and also an update on wildland readiness, red card stats, etc. Chief McLeod will provide those. Chief also reported on the status of the ASIP class that the NoFloCo organization had inquired about hosting at Divide Fire. Chief reported he was working directly with the state to schedule that and that NoFloCo would be informed of the progress.

A. Board Meeting Attendees - Business meeting for July 1st Director Lopez will attend with Director Weatherill as backup.

8. Old Business

A. Policies / Handbook

1. Workers Comp Drug Testing – Perkins reported that Pinnacol would not offer any input regarding how to handle the process of drug testing after a workers comp injury. Current procedure calls for a drug quick screen to be done at the station and if positive for the worker to be accompanied to the Springs for an official test. Some challenges to the process include that workers have gone directly to the emergency room from home, with no other Divide Fire member present, or that no other member is present at the time of the injury. Also, if a member is in pain or serious injury, there is no time to complete a drug screen prior to the member going to the emergency room. Director Mosser is going to communicate with legal counsel to see if they have a recommended policy about drug testing for workers comp or vehicle damage incidents. Requests from the board included:

- Notifying the board and officers as soon as possible after notification of injury so that someone could be available to accompany the worker.
- The person accompanying the worker could ensure follow-up of a drug test being completed preferably within 12 but minimally within 24 hours.
- The employee might be able to sign a waiver allowing the hospital to release any drug test results if a drug test was administered.

Diana Perkins will work with Chief on an improved procedure for this topic, and she will email a copy of the full workers comp policy to the board for review. The board agreed to leave this topic on the agenda until completely resolved.

2. Paid Employee Hour Reporting – Attached. Changes were submitted to the handbook for sections 6.2.3, 4, and 5 regarding time sheets, overtime, and training hours. It was observed that the current timekeeping on the outlook calendar can be confusing, and the district should investigate other timekeeping options, including the included option in the ESO reporting software. The board was concerned about comp/flex time being reported correctly or causing confusion among the employees and/or causing legal issues. They also requested the training hour section have wording clarified regarding mandatory versus voluntary training to reflect that voluntary training is at the employee's discretion but not considered "volunteer" and that those hours would be compensated.

Motion by Director Lopez to adopt the handbook changes once the changes requested by the board were complete. Second by Director Luttrell. The motion passed unanimously.

B. 5 Year Plan – tabled.

C. Audit – Diana Perkins reported that the audit is delayed until July because of the auditor's company undergoing a merger. They will file an extension for the audit deadline.

D. Volunteer Funds Discussion – Chief McLeod reported that Deputy Chief Kennedy is working on this topic. It was recommended that the topic be discussed with the officers and the volunteers soon to deal with any possible concerns.

E. Chief Performance Review – The board discussed the form presented by Director Luttrell. They noted that some of the areas might not be observable by the board or applicable to the review. Chief McLeod also reported that he had some notes to submit reviewing his accomplishments over the past year, which he will email to the board within the next week or so. The board agreed they would fill out the review individually before the next board meeting. The next board meeting will include an executive session to review and collaborate, then the board will discuss the results with Chief. Director Babiarz requested that the executive session be closer to the beginning of the board meeting since she might not be present for the full meeting.

9. New Business

A. FPPA Agreement – Director Mosser reported that a new affiliation agreement needs to be signed with FPPA. The agreement deadline is not until the end of the year and will be further reviewed at the next meeting.

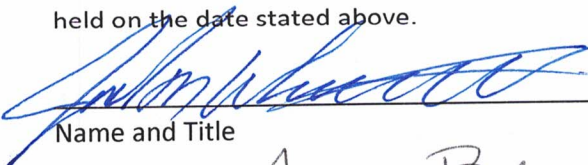
10. Executive Session – No executive session was held.

11. Adjournment

Motion by Director Lopez to adjourn the meeting. Second by Director Mosser. The motion passed unanimously. The meeting was adjourned at 9:05 p.m. The next regular meeting will take place on Tuesday, July 9h, 2024, at 6 p.m.

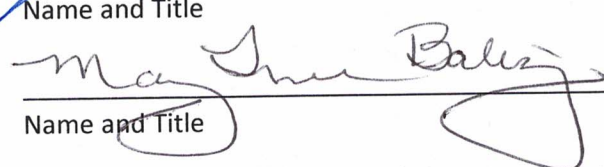
APPROVAL

We attest that the foregoing minutes, which have been approved by the affirmative majority vote of the Board of Directors of the Divide Fire Protection District, are a true and accurate record of the meeting held on the date stated above.



Name and Title

07/09/24
Date



Name and Title

07/09/24
Date

Divide Fire Protection District
Budget Performance
May 2024

		May 24	YTD	Annual Budget	Difference
2 - Fund Accounts					
	100 · Unreserved General Fund	0.00	0.00	329,000.00	329,000.00
	105 · Unreserved Volunteer Funds	0.00	0.00	25,000.00	25,000.00
	115 · TABOR Reserves	0.00	0.00	16,000.00	16,000.00
	Total 2 - Fund Accounts	0.00	0.00	370,000.00	370,000.00
4000 · Revenues					
	4310 · Net General Property Tax	151,593.98	582,467.22	905,544.00	323,076.78
	4311 · Legislative Backfill	62,791.00	62,791.00	60,840.00	(1,951.00)
	4312 · Interest County Treasurer	19.92	39.29	350.00	310.71
	4315 · Specific Ownership Tax	7,478.85	30,469.65	40,000.00	9,530.35
	4325 · Teller County EMS/VFA Grants	0.00	0.00	2,500.00	2,500.00
	4330 · State Gaming Grant	0.00	0.00	15,000.00	15,000.00
	4340 · Special Incident Revenue				-
	4341 · Special Incident DFPD Vehicles	0.00	0.00	10,000.00	10,000.00
	4342 · Special Incident - Personnel	0.00	0.00	30,000.00	30,000.00
	Total 4340 · Special Incident Revenue	0.00	0.00	40,000.00	40,000.00
	4344 · Cost Recovery	0.00	0.00	2,000.00	2,000.00
	4345 · Interest Income	2,676.30	9,105.87	1,500.00	(7,605.87)
	4360 · Volunteer Revenue	10.00	1,360.00	20,000.00	18,640.00
	4370 · Plan Review Revenue	0.00	0.00	2,000.00	2,000.00
	4397 · Other Grant Revenue	889.67	889.67		(889.67)
	4398 · Misc. Operating Income	0.00	5,000.00		(5,000.00)
	4399 · Miscellaneous Revenue	122.00	126.41	2,500.00	2,373.59
	Total 4000 · Revenues	225,581.72	692,249.11	1,092,234.00	399,984.89
		225,581.72	692,249.11	1,462,234.00	769,984.89
					-
5400 · Admin Exp					
	5401 · Payroll Tax Expenses	490.35	3,348.55	26,991.28	23,642.73
	5402 · Payroll Expenses	44.00	201.25		(201.25)
	5405 · Payroll - District Employees	19,313.89	101,257.55	327,838.00	226,580.45
	5407 · Payroll - Incident Response	0.00	2,004.90	30,000.00	27,995.10
	5408 · Payroll - Volunteer Stipends	0.00	7,325.00	10,000.00	2,675.00
	5409 · Employee Benefits	6,923.04	33,899.89	116,688.00	82,788.11
	5415 · County Treasurer Fee	4,963.98	17,890.77	11,500.00	(6,390.77)
	5420 · Director's Fees	500.00	2,400.00	6,000.00	3,600.00
	5427 · Employee Recruitment	0.00	0.00	10,000.00	10,000.00
	5430 · Employee/Volunteer Screening	23.99	222.49	1,000.00	777.51
	5435 · Employee/Volunteer Retention	290.76	7,545.75	13,000.00	5,454.25
	5440 · Subscriptions & Data	312.00	14,448.10	17,345.00	2,896.90
	5445 · Office Supplies/Expenses	47.20	1,375.21	10,000.00	8,624.79
	5450 · Annual Audit	0.00	0.00	9,000.00	9,000.00
	5460 · Legal Fees	0.00	390.50	7,000.00	6,609.50
	5465 · Public Relations	190.28	933.13	11,000.00	10,066.87
	5470 · Plan Review Costs	0.00	0.00	2,000.00	2,000.00

**Divide Fire Protection District
Budget Performance
May 2024**

	May 24	YTD	Annual Budget	Difference
5475 · Notice Publication , etc.	0.00	0.00	400.00	400.00
5480 · Insurance	0.00	41,738.00	42,000.00	262.00
5490 · Pension Plan	0.00	0.00	12,000.00	12,000.00
5495 · Volunteer Expenses	99.28	21,019.50	20,200.00	(819.50)
5499 · Administrative Contingency	0.00	0.00	15,000.00	15,000.00
Total 5400 · Admin Exp	33,198.77	256,000.59	698,962.28	442,961.69
5500 · Operating				-
5505 · Training	4,971.47	15,951.03	38,200.00	22,248.97
5510 · Building/Ground Supplies	885.43	8,698.84	21,950.00	13,251.16
5520 · Propane-Natural Gas	266.44	2,429.29	5,000.00	2,570.71
5525 · Electric	316.65	1,507.87	3,600.00	2,092.13
5535 · Medical Supplies & Fees	163.58	6,173.21	12,200.00	6,026.79
5540 · Fire Fighting Supplies	0.00	450.00	26,030.00	25,580.00
5541 · Fire Fighting R/M	158.28	4,372.08	7,100.00	2,727.92
5543 · Rescue Supplies & Expense	0.00	288.60	2,000.00	1,711.40
5545 · Vehicle Supplies & Fuel	982.91	3,886.80	16,500.00	12,613.20
5546 · Vehicle R/M	423.30	14,040.72	33,000.00	18,959.28
5560 · Comm. Supplies & Repairs	0.00	11,075.20	10,050.00	(1,025.20)
5570 · Safety-Uniforms & Equipment	881.64	3,593.84	8,000.00	4,406.16
5581 · Incident Expenses - Non-Reimb	0.00	0.00	4,000.00	4,000.00
5582 · Incident Expenses - Reimb	0.00	0.00	3,000.00	3,000.00
5599 · Operational Contingency	0.00	0.00	30,000.00	30,000.00
Total 5500 · Operating	9,049.70	72,467.48	220,630.00	148,162.52
5600 · Capital Ex				-
5606 · Capital Reserve-Bldg & Veh	0.00	0.00	305,000.00	305,000.00
5610 · Building & Grounds	0.00	0.00	27,000.00	27,000.00
5620 · Incident Vehicle Reserve	0.00	0.00	25,000.00	25,000.00
5625 · Capital Equipment	284.52	12,080.01	31,000.00	18,919.99
5655 · Vehicle Lease Payments	0.00	96,283.28	100,535.65	4,252.37
5699 · Capital Contingency	0.00	0.00	30,000.00	30,000.00
Total 5600 · Capital Ex	284.52	108,363.29	518,535.65	410,172.36
	42,532.99	436,831.36	1,438,127.93	1,001,296.57
	183,048.73	255,417.75	24,106.07	

Banking Accounts	5/1/2024	Deposits	Withdrawals	5/31/2024
Vectra Main	23,066.39	58,011.67	52,653.50	28,424.56
ColoTrust	420,959.73	219,429.22	57,000.00	583,388.95
ColoVolunteer	36,378.78	166.85	-	36,545.63
Balances after current bill payments				
Vectra Main	45,900.26			
ColoTrust	546,388.95			
ColoVolunteer	36,545.63			

We did not adjust these properly to account for the increased amount of money passing through.

Divide Fire Protection District

Bank Activity

05/18/24 - 06/13/24

Type	Date	Num	Name	Memo	Debit	Credit	Balance
							45,792.28
			Deposit		1,011.67		46,803.95
			Void Check 12513		291.96		47,095.91
Bill Pmt -Check	05/21/2024	eft	Healthcare Medical Waste Services	waste removal		135.00	46,960.91
Liability Check	05/23/2024		QuickBooks Payroll Service	payroll		6,517.23	40,443.68
Liability Check	05/24/2024	E-pay	US Treasury	pr tax		855.36	39,588.32
Liability Check	05/24/2024	eft	Fire & Police Pension Association	Acct# 787-5		2,042.58	37,545.74
Check	05/24/2024	eft	Vectra Bank	Dustin CC payment		1,105.18	36,440.56
Check	05/24/2024	eft	Vectra Bank	Ryan CC payment		130.00	36,310.56
Check	05/24/2024	eft	Vectra Bank	JT CC payment		1,358.26	34,952.30
Check	05/24/2024	eft	Vectra Bank	Diana CC payment		1,410.16	33,542.14
Bill Pmt -Check	05/27/2024	eft	Public Sector Health Group			4,783.52	28,758.62
Bill Pmt -Check	05/30/2024	5016	Met Life	TS05348811 0079		334.06	28,424.56
Liability Check	06/06/2024		QuickBooks Payroll Service	payroll		6,363.14	22,061.42
Liability Check	06/06/2024		QuickBooks Payroll Service	payroll		1,603.55	20,457.87
Liability Check	06/07/2024	E-pay	US Treasury	pr tax		1,244.10	19,213.77
Liability Check	06/07/2024	eft	Fire & Police Pension Association	Acct# 787-5		2,042.58	17,171.19
Bill Pmt -Check	06/10/2024	eft	Wex	fuel		982.91	16,188.28
Bill Pmt -Check	06/11/2024	12519	Barker, Ron	station supplies		22.22	16,166.06
Bill Pmt -Check	06/11/2024	12523	Black Hills Energy	Acct# 0423 1057 73		266.44	15,899.62
Bill Pmt -Check	06/11/2024	12524	Bound Tree Medical			95.07	15,804.55
Bill Pmt -Check	06/11/2024	12525	Cintas Mats	23398034		67.96	15,736.59
Bill Pmt -Check	06/11/2024	12526	Colorado Division of Fire Prevention	11915		100.00	15,636.59
Bill Pmt -Check	06/11/2024	12527	Core Electric Cooperative	electric		316.65	15,319.94
Bill Pmt -Check	06/11/2024	12520	Enna, Joe	fire trng food		60.39	15,259.55
Bill Pmt -Check	06/11/2024	12528	NAPA Auto Parts			171.29	15,088.26
Bill Pmt -Check	06/11/2024	12529	Northeast Teller County Fire	C20		248.36	14,839.90
Bill Pmt -Check	06/11/2024	12521	Pitts, Lisa			227.13	14,612.77
Bill Pmt -Check	06/11/2024	12530	Rigging For Rescue	balance RFR		4,540.00	10,072.77
Bill Pmt -Check	06/11/2024	12522	Ross, Laura	bus mtg food		50.32	10,022.45
Bill Pmt -Check	06/11/2024	12531	Taylor Auto Wash	car wash		103.15	9,919.30
Bill Pmt -Check	06/11/2024	12532	Western Skies Design			465.32	9,453.98
Bill Pmt -Check	06/11/2024	12533	Woodland Hardware & Rental			91.97	9,362.01
Paycheck	06/11/2024	12514	Babiarz, Mary Lynne			92.35	9,269.66
Paycheck	06/11/2024	12515	Lopez, Aristed			92.35	9,177.31
Paycheck	06/11/2024	12516	Luttrell, Dennis			92.35	9,084.96
Paycheck	06/11/2024	12517	Mosser, Allison M			92.35	8,992.61
Paycheck	06/11/2024	12518	Weatherill, Joshua M			92.35	8,900.26
General Journal	06/13/2024	850		Transfer ColoTrust to Vectra M	37,000.00		45,900.26
					38,303.63	38,195.65	45,900.26
					38,303.63	38,195.65	45,900.26



Chief's Report

June 11, 2024

Member Counts: 34 Active members, 2 Applicants, 4 Reserve, 3 Associate (May numbers)

Incidents: 223 responses, up 16 calls from last year. We had one no response last month, this was for a public assist call.

Membership:

- We still have two of our main responders that have not completed HR Training. They are essentially on suspension until they complete

Training:

- Training last month on Vehicle Extrication, EMS covered new protocols and conditions, and 12 responders completed their Tier 1 Training in Tech Rescue.
- 2 Personnel attended the Wildland Academy and I attended a workshop on resources. 9 personnel completed Rigging for Rescue

Vehicle Status:

- T-22 is completely back in service. New tires put on R-22. Our ATVs are going to need some maintenance and we will be coming up with a priority list.

Chief Activities:

- ESO Meeting and Migration.
- Colorado State Chiefs' Critical Issues Brief, today.
- SB 233 Alt. funding abilities for Special Districts.
- Training Requests. PO's.
- Meeting with DOLA for future funding of projects.

Community Activities:

- TCSO Open House, Brush 22 Engine 24 with 6 personnel.

Notable Calls:

1. Mutual Aid Structure Fire with Four Mile, 2 Mutual Aid Wildland calls with NETCO.

6.2.3 Pay Days and Time Sheets

Time sheets must be completed and signed **by the employee** and the Chief or Supervisor and turned in to the District Administrator no later than 5 p.m. Monday following the close of the pay period. **Time sheet should include all hours worked, under any circumstances, including regular shifts, required trainings, and emergency call response.** Time sheets should include any time taken off work for **flex time**, sick time or paid time off requested. Accurately recording time worked for non-exempt positions is each employee's responsibility. Federal and state laws require the District to keep an accurate record of time worked in order to calculate employees' pay and benefits. Tampering, altering or falsifying time records is strictly prohibited and may result in disciplinary action up to and including termination.

Payday is currently every other Friday (bi-weekly) following the close of the pay period. Payment by direct deposit is available and encouraged. A paystub will be emailed out to you with a record of your paycheck and deposit amount.

6.2.4 Overtime/Work Period

Overtime applies to all employees who are designated non-exempt. All non-exempt employees must obtain **written** authorization in advance by their Supervisor prior to working **any hours outside their scheduled shift. In case the employee responds to a perceived emergency or urgent response, they must obtain authorization as soon as practical after the incident, but no later than 48 hours after. Authorization for hours outside of scheduled shifts should be communicated in writing, either by email or other written response. Hours outside of scheduled shifts** will be held to an essential minimum. Employees who continually work **outside their scheduled shifts** without receiving prior authorization from their Supervisor may be subject to disciplinary action, up to and including termination.

Non-exempt, non-firefighter employees shall be paid overtime at one and one-half times the hourly rate for hours over 40 in a standard 7-day work week.

Firefighters will be subject to a 14-day work period, and overtime will be paid after 106 hours worked during such period, in accordance with Section 7(k) of the FLSA. Overtime for all employees is based on actual hours worked. Time off taken for sick leave, vacation, holidays, or any leave of absence will not be considered hours worked for the purposes of overtime calculations. The Chief is authorized to grant exceptions to the provisions of this section and the granting of overtime pay, based upon any special circumstances that, in the opinion of the Chief, warrant the overtime pay.

The normal duty times for full-time and part-time fire personnel will be 7AM-5PM. This may adjust periodically for completing a duty or in emergency call-backs. This could include Structure Fires, Wildland Fires, or Technical Rescue type responses.

For firefighters, hours worked outside of regularly scheduled work hours may be compensated by time off on another day (flex-time), during the same pay period only and with approval from a Supervisor. This should be documented on the timesheet. Overtime rules still apply after 106 hours in a 14-day work period.

6.2.5 Training & Professional Development

Training and Professional Development may be offered to employees during the year. Training may be Mandatory or Voluntary. Mandatory will be any training identified as a class required for certification or re-certification for maintaining the position in the department. This could also be identified as a mission-essential classes for the goals of the department. Voluntary training will be conferences and workshops that are attended to enhance knowledge, skills, and abilities. Priority for Mandatory training will be given first and Voluntary will be evaluated on a case-by-case basis.

Any training will require the individual to fill out a Training Request form, regardless of cost or locality. The form will reflect if the training is Mandatory or ~~Voluntary~~ and the type of compensation offered. This will be approved by the Fire Chief to ensure the details of the training meets the objectives of the position and department. The employee will then sign the request so there is a clear understanding of the training costs, per diem, compensation, and lodging covered by the district.

Employees attending training will be compensated for all hours worked. If an individual is attending a training class while they would normally be on duty, they will be paid their normal working hours. If the number of hours exceeds ~~the~~ normal duty hours, the employee will be compensated with paid time or flex time. This will be clearly identified when the training request is signed.

If the training and/or professional development is approved by the Fire Chief and/or District Board, the employee will be compensated and is fully covered by Workers Compensation, the same as if they were on duty at our department.

Employees attending training may also be required to bring back the training by way a presentation to our department. This could include a regular training night or a specially scheduled event. This ensures that our department is benefitting from the money spent for an individual to attend a class.

at your discretion.

Do I have to pay for that time?

What Employers Should Know About Compensable Hours Worked Under The Fair Labor Standards Act

As a business owner, you know that life doesn't always run according to schedule. Neither does your business. Employees sometimes work beyond their scheduled shifts to finish cleaning or to complete paperwork. Sometimes they arrive early to prepare the store for opening. When employees must complete required online training, that time factors into your scheduling as well. Determining what counts as work time and what does not is a critical component of your budgeting, your payroll, and of your compliance with federal labor law.

The U.S. Department of Labor, Wage and Hour Division, enforces the Fair Labor Standards Act, the federal law that provides minimum wage, overtime, child labor, and recordkeeping requirements for covered employers in the U.S. Determining compensation due to your employees under the FLSA depends upon the accurate tracking of compensable time, or what the law refers to as hours worked.

WHD finds violations of the FLSA at businesses nationwide, a large percentage of which result from the business owners failing to pay employees properly for hours worked. When such violations are disclosed, employers pay back wages to employees, and risk exposure to additional damages and penalties. The costs of non-compliance can mount up quickly.

Some of the most frequent problem areas identified with regard to hours worked include:

- 1) Failure to record and to pay for hours spent completing required training;
- 2) Failure to record and to pay for hours worked before and after scheduled shifts;
- 3) Failure to pay for hours worked when employees work through meal periods; and
- 4) Failure to record and to pay for hours spent in travel between store locations.

Hours Worked Principles:

In general, hours worked includes all time an employee must be on duty, or on the employer's premises or at any other prescribed place of work (except for certain breaks), from the beginning of the first work activity to the end of the last work activity of the workday. The workday may therefore be longer than the employee's scheduled shift and it may start before the employee clocks in.

Even work that is not approved in advance, or even requested by the employer, if allowed, must be paid for. By statutory definition the term employ includes to suffer or permit to work. For example, an employee may voluntarily continue to work past the end of a shift to cover for an employee on the next shift who has not yet shown up. The reason does not matter. Such hours, both pre-shift and post-shift, are work time and are compensable.

Generally, if the employer allows the work to be performed, it must be paid for. The work wasn't scheduled? It still must be recorded and paid for. The time wasn't approved in advance? The answer is the same it still must be recorded and paid for.

Questions on this topic often arise in the following situations:

1) Do I have to pay my employees for training time?

When your employees participate in required training, whether on site or online, that time must be recorded, and paid for. They also must be paid for any time spent in training while they shadow experienced employees, or do anything else related to their current jobs.

In order for time spent during training programs, meetings, lectures, and similar activities *not* to be counted as hours worked, it must meet **all four of the following criteria**: it must be outside of normal hours; it must be voluntary; it must not be job related; and no other work is concurrently performed. Time spent completing online training, even when completed away from the worksite, must be counted as work time unless *all of these criteria* are met. Online courses are often job related and are often not voluntary.

2 I have an employee who is very slow, and takes an extra half hour to close the store every night.
Do I have to pay for that time?

Yes. Work not requested but suffered or permitted to be performed is work time that must be paid for by the employer. For example, an employee may voluntarily continue to work past the end of a shift to finish an assigned task, to finish cleaning the store, or to cover for an employee on the next shift who has not yet shown up. Or, similarly, an employee may show up early, before the scheduled shift begins, to begin food prep so that the store can open on time. The reason does not matter. The hours, both pre-shift and post-shift, are work time and are compensable.

2) Do I have to pay my employees for the time they spend on breaks?

Rest periods of short duration, usually 20 minutes or less, are common in industry (and promote the efficiency of the employee) and are customarily paid for as working time. These short periods must be counted as hours worked.

Bona fide meal periods (typically 30 minutes or more) generally need not be compensated as work time. The employee must be completely relieved from duty for the purpose of eating regular meals in order for that time not to be compensable. The employee is not relieved if he/she is required to perform any duties, whether active or inactive, while eating. For example, an employee whose break is interrupted to wait on a customer is not relieved from duty.

3) What about travel time?

Time spent in travel as part of an employee's work activity, like traveling from job site to job site during the workday, is work time and must be counted as hours worked. If an employee drives from one store location to another during the workday, that time must be recorded and paid for.

The FLSA requires that covered, non-exempt employees must be paid at least the federal minimum wage of \$7.25 per hour for all hours worked, plus time and one-half their regular rates, including commissions, bonuses and incentive pay, for hours worked beyond 40 per week. Employers are also required to maintain accurate time and payroll records. The amount employees should receive cannot be determined without knowing the number of hours worked.

For additional information on the requirements of the FLSA, visit the U. S. Department of Labor Wage and Hour Division's website at www.dol.gov/whd, or call 866-4US-WAGE (866-487-9243). Your state may have

additional or different statutes or regulations. To find your state labor department's contact information, visit www.dol.gov/whd/contacts/state_of.htm.

VOLUNTEER PLAN AFFILIATION AGREEMENT

This Affiliation Agreement is hereby entered into by and between the Divide Fire Protector, (hereinafter referred to as the *Employer* and the Fire and Police Pension Association (hereinafter referred to as the FPPA) to become effective on 06/11/2024 (MM/DD/YYYY), as follows:

WITNESSTH;

Whereas, C.R.S. 31-31-705 and C.R.S. 31-30-1108 permit the FPPA Board of Directors (hereinafter referred to as the FPPA Board) to make agreements with governing bodies which provide pension plans for volunteer firefighters for the purpose of administering such plans and managing the funds of such plans for investment; and

Whereas, Section 1818 of the FPPA Rules and Regulations, provides that the governing body of an employer having a pension plan for its volunteer firefighters may elect to affiliate with FPPA, and

Whereas, by adoption of this Affiliation Agreement dated 06/11/2024 (MM/DD/YYYY), the *Employer* has requested that FPPA administer its volunteer pension plan and manage the plan's funds for investment; and

Whereas, FPPA has considered this request and based upon the evidence presented, FPPA has received satisfactory evidence that the *Employer* should be allowed to affiliate, having met the statutory, regulatory, administrative, and financial requirements; and

Whereas, by signature below, FPPA approves the affiliation of the *Employer*;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Pursuant to C.R.S.31-31-705, the assets of the *Employer's* plan shall be transferred to FPPA on the effective date of affiliation as set forth within this Agreement, unless the effective date is a legal holiday, in such case the actual transfer must be made on the next business day following the effective date. FPPA's approval is contingent upon the conversion to cash of the *Employer's* plan assets as specified by FPPA.
2. It shall be the responsibility of the *Employer* to ensure the safe delivery of the pension plan assets to FPPA's depository.
3. FPPA agrees to provide a receipt for the assets delivered upon confirmation from FPPA's depository.

4. FPPA will be responsible for investment of the assets and will continue to use its best efforts to generate earnings on your plan's funds. However, as in other similar investment situations, FPPA cannot guarantee a specified rate of earnings nor exclude the possibility of losses. *Employer* hereby agrees that FPPA has the authority to determine the investment asset allocation of the funds and *Employer* understands that this asset allocation is subject to change. *Employer* understands that there could be a change to the assumed rate of investment return which could also result in an increase in required contributions to the plan.
5. While funds will be commingled for investment, the amount of the principal of your plan's affiliated funds, together with any earnings or losses thereon, shall be accounted for separately.
6. The *Employer* will be responsible for the collection and transmission of all contributions to FPPA with the exception of state contributions, made pursuant to C.R.S. 31-30-1112, as amended. State contributions will be transferred to FPPA by the Department of Local Affairs (DOLA) in accordance with the law and the DOLA's policies and standards concerning eligibility for state contributions. The *Employer* is responsible for submitting any state funds to FPPA for deposit into the volunteer pension fund.
7. The *Employer* understands that contributions may be made from a combination of employer and state matching funds, but that the *Employer* is ultimately responsible for ensuring that sufficient contributions are made to the volunteer pension fund. FPPA's Actuary will calculate a contribution amount that it determines is necessary to maintain the fund in an actuarially sound condition given the assumptions of the actuarial study, but the amount(s) actually contributed is a determination of *Employer*.
8. FPPA is responsible for making benefit payments to the plan beneficiaries, as directed by the *Employer* for so long as *Employer* continues to forward the employer contributions to FPPA sufficient to fund the *Employer's* volunteer firefighter pension plan, and while there is sufficient money in the fund to pay the benefits.
9. The *Employer* understands that any expenses incurred by FPPA that are directly related to FPPA's administration of the plan shall be paid from that plan's assets. Any expenses incurred by FPPA that are attributable to more than one plan will be allocated to each plan on an equitable basis as determined by FPPA. The allocated expense shall be paid from the assets of each plan.
10. FPPA will not be liable to make payments on your behalf except from those monies in your volunteer firefighter pension fund, including earnings thereon. In the event any person commences a civil action or similar proceeding against the FPPA for benefits or

other matters arising from your volunteer firefighter pension plan then, to the extent permitted by Colorado law, you will reimburse FPPA for its expenses arising from the defense of such action or assume its defense upon the consent of FPPA and will indemnify the FPPA for the total amount of any judgment resulting therefrom. In the event you fail to adequately contribute to your volunteer firefighter pension fund and FPPA prevails in a civil action or similar proceeding commenced against you to collect unpaid contributions, you will pay FPPA's reasonable costs of collection, including but not limited to attorneys fees.

11. The *Employer* understands and agrees that it has the following responsibilities:

- Establishing eligibility for and the amount of benefits to be received by members and beneficiaries of the plan, including the determination of base benefits, years of service under the plan, marital status, and continuing eligibility of retirees and survivors;
- Maintaining records of the terms and provisions of the plan as they may be adopted and amended;
- Making determinations regarding benefit improvements, if any;
- That any benefit improvements can only be made if the *Employer* complies with C.R.S. 31-30-1122(3) and an actuarial review determines that the benefit improvements are actuarially sound; and
- Periodically certifying information required by FPPA to administer the plan benefits.

12. The *Employer* understands that it may terminate this Agreement in accord with applicable procedures established by FPPA. A copy of the current procedures for disaffiliation are available from FPPA.

13. The *Employer* understands and acknowledges that pursuant to C.R.S. 31-31-705, FPPA may terminate the affiliation of the *Employer* from FPPA by providing sixty (60) days written notice to the *Employer* for failure to fulfill its responsibilities to the plan or its failure to renew an affiliation agreement.

14. The *Employer* shall take the necessary steps to satisfy the qualification requirements specified in section 401 of the Internal Revenue Code including adopting a plan document in substantially similar form to the model plan document which is attached hereto as Exhibit A. The *Employer* acknowledges that it will keep the Plan Document attached hereto as Exhibit A up to date with any benefit improvements and ensure that any changes are communicated to FPPA, and the plan document is updated.

15. This Agreement may be modified or amended by FPPA and/or the *Employer* only in writing and will only be effective upon formal approval by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

For the FIRE AND POLICE PENSION
ASSOCIATION

Kevin Lindahl, Executive Director
FPPA

For the Divide Fire Protection District
(Governing Body of Municipality,
District or Authority)

Authorized Signatory

Joshua Weatherill

Print Name

President

Title

Exhibit A

Plan Document

The *Employer* hereby adopts this Plan Document for its volunteer firefighter pension plan.

- I. Qualification rules under IRC 401(a)
 - a. The *Employer* incorporates by reference FPPA Rules regarding volunteer plans, as applicable, into this Plan Document. Part 18 of the FPPA Rules specifies the requirements for meeting the qualification requirements specified in sections 401(a) and 414(d) of the Internal Revenue Code.
- II. The *Employer* has established benefits in accordance with C.R.S. 31-30-1101 et.seq and incorporates the provisions of that article into this Plan Document.
- III. Benefits shall be distributed in accordance with C.R.S. 31-30-1101 et.seq and this Plan Document.

RETIREMENT BENEFIT

a. Pursuant to C.R.S. 31-30-1122(1), the normal retirement pension amount for volunteer firefighters who have twenty years of active service and who are over fifty years of age shall be:	299.00
b. Pursuant to C.R.S. 31-30-1122(2), the retirement pension amount for volunteer firefighters who have less than twenty years of service, but 10 or more years, who are fifty years of age or older shall be:	14.95 per year of service
i. The vesting for the monthly benefit shall be as follows:	10 years

(Continued on next page)

DISABILITY

a. Pursuant to C.R.S. 31-30-1121 (1), if a volunteer firefighter is injured while in the line of duty as a volunteer firefighter, the volunteer firefighter shall be entitled to: i. A short-term disability monthly annuity for not more than one year in an amount of:	0.00
ii. A long-term disability monthly annuity for a disability that deprives the volunteer firefighter of an earning capacity and that extends beyond one year in an amount of:	0.00

SUPPLEMENTAL RETIREMENT PENSION (EXTENDED SERVICE)

a. Pursuant to C.R.S. 31-30-1125, the Employer shall pay a supplemental payment (Extended service award) of:	0.00
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SURVIVOR BENEFIT

a. Pursuant to C.R.S. 31-30-1126, the Employer shall pay a survivor benefit to the surviving spouse in an amount equal to:	0.00
b. Pursuant to C.R.S. 31-30-1127, as a result a death from injuries in the line of duty the Employer shall pay a survivor benefit in an amount equal to: OR	0.00
c. In lieu of the survivor benefit provided under C.R.S. 31-30-1126 and 1127, the Employer elects to pay a survivor benefit pursuant to C.R.S. 31-30-1128 in the amount of:	0.00

FUNERAL BENEFIT

a. Pursuant to C.R.S. 31-30-1129, the Employer shall pay a funeral benefit in the amount of:	200.00
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