2026

Denver Fire Engineer

Examination

Study Material for Multiple-Choice Exam

DENVER FIREFIGHTERS – LOCAL 858

IAFF, AFL-CIO

AND

CITY AND COUNTY OF DENVER

2026-2027 FIRE FIGHTERS AGREEMENT

JANUARY 1, 2026 THROUGH DECEMBER 31, 2027

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Article I

SUBORDINATION

Section 1. This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the provisions of the Charter of the City and County of Denver, the Rules and Regulations of the Civil Service Commission of the City and County of Denver as promulgated and adopted by the Civil Service Commission, and is further subject and subordinate to all applicable City Ordinances, Statutes, Constitutional provisions and any revisions, amendments or newly adopted provisions to any said Ordinance, Charter, Statute or Constitutional provision which may hereinafter be enacted.

Section 2. It is expressly intended that the duties, responsibilities and functions of the City in the operation of its Fire Department shall in no manner be impaired, subordinated or negated by a provision of this Agreement.

Article II

RECOGNITION

Section 1. The City recognizes Denver Fire Fighters, Local 858, IAFF, AFL-CIO (hereinafter referred to as "the Union") as sole and exclusive bargaining agent for all bargaining unit members pursuant to Section 9.7.1, *et seq.*, of the Charter of the City and County of Denver. As used in this Agreement, the term "fire fighter" shall mean the members of the Classified Service of the Fire Department of the City and County of Denver, except any person holding the rank of Chief of the Fire Department, or any person assigned the duties of Deputy Fire Chief or Division Chief.

Article III

UNION SECURITY

Section 1. No bargaining unit member shall be required to become a member of the Union as a condition of their employment or continued employment by the City, and there shall be no discrimination against any fire fighter on account of their membership or non-membership in the Union. Provided, however, that the Union does not discriminate against non-members when it limits its services to and representation of non-members as follows:

The Union's duty of representation to an employee it represents but who is not a member of the Union shall be limited to the negotiation or enforcement of the terms of the agreement with the City. No provision of this article shall be construed to require the Union to provide representation to a non-member:

(a) during questioning by the employer;

(b) in statutory or administrative proceedings or to enforce statutory or regulatory rights; or

(c) in any stage of a grievance, arbitration or other contractual process concerning the evaluation or discipline of an employee where the non-member is permitted to proceed without the Union and be represented by their own advocate.

Nor shall any provision of this Article prohibit the Union from providing legal, economic or job-related services or benefits beyond those provided in this Agreement with the City only to its members.

Section 2. The City shall deduct on a regular basis from the pay of all members who hereafter voluntarily authorize such deductions in writing on a form provided for this purpose by the Union or the City: (1) the amount of Union dues uniformly assessed all fire fighters who are Union members, and (2) initiation fees uniformly assessed against all Union members. Each authorization given under this Section shall state that it is irrevocable for a period of one (1) year or until the termination date of this Agreement, whichever occurs sooner, and is automatically renewable for another year unless written revocation of check-off authorization is given to the City during the thirty (30) day period immediately preceding the end of the period of irrevocability.

The Union will initially notify the City as to the amount of dues, or dues and initiation fees, to be deducted. Such notification will be certified to the City in writing over the signature of the President or Secretary-Treasurer of the Union. Changes in the Union membership dues or fees will be similarly certified to the City and shall be done at least one month in advance of the effective date of such

change. The City will remit to the Union such sums within thirty (30) days and shall accurately account for all changes in membership and monies deducted.

Section 3. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the City for the purpose of complying with Section 2 of this Article.

Article IV

UNION ACTIVITY

Section 1. Neither the Union, nor its officers, agents, representatives, or members will intimidate, interfere with, or coerce fire fighters. No Union activity or Union business of any kind will be carried on during working hours without express written permission in advance from the Fire Chief or their designated representative. However, Union officers may attend member disciplinary interviews, grievance meetings, or meetings scheduled with management. Violation of this Section 1 of this Article IV by any fire fighter shall be just cause for disciplinary action pursuant to the City Charter. Failure of the City to enforce any of the provisions of this Section 1 of this Article IV in any one (1) or more instances shall not be considered a waiver of any of the provisions of this Section 1 of this Article IV.

Section 2. No member shall be discharged, disciplined or discriminated against because of activity on behalf of the Union that does not interfere with the discharge of their duties or any assignments, or violate any of the provisions of the Agreement.

Section 3. The Union shall have the right to email all members and/or post on the bulletin board designated by the Fire Chief or their designated representative, within all respective fire houses and support services, notices of Union meetings, Union recreational and social affairs, notices of Union elections, and appointments and results of Union elections, all of which pertain to the Denver Fire Department, provided that such notices are first approved by the Fire Chief or their designated representative. Any postings of an inflammatory nature are expressly prohibited. There shall be no postings regarding any political candidate or candidates nor of any political matter.

Section 4. When approved by the Fire Chief or their designated representative in writing, (1) the two principal officers of the Union shall be granted leave from duty with full pay for conducting necessary Union business**;** (2) during the term of the deliberations of the Union Bargaining Committee, as constituted pursuant to the Union by-laws, members of the Committee, (not to exceed three) shall be granted leave from duty with full pay for conducting necessary Union business; (3) members of the Union Executive Board (not to exceed four) shall be granted leave from duty with full pay for attending Executive Board and general membership meetings; (4) Union officers and up to three executive board members, shall be granted administrative leave from duty, with pay for attending Union business, designated employee group business, department-sponsored training, educational seminars, and training courses intended for improving fire service and the Fire Department; and (5) Union officers and up to three executive board members and up to three other bargaining unit members who may be elected to act as representatives may be granted up to five hours of approved leave per occurrence with no employer-paid backfill.

At the discretion of the Fire Chief, more than 3 members may be granted leave from duty with full pay during formal negotiations for a successor collective bargaining agreement.

The Union shall strive to conduct all necessary Union business during the non-working time of the greatest number of fire fighters required for such business, to the greatest extent possible. Said approval shall be granted by the Chief or their designated representative in writing when said leave would not disrupt or interfere with the service of the department.

Section 5. Members of the union's Executive Board shall be permitted to address each Department recruit class at a mutually agreeable time within the first week of the academy.

Article V

NON-DISCRIMINATION

Neither the City nor the Union shall discriminate against any bargaining unit member on the basis of actual or perceived age, race (including hair texture, hair type, or hairstyle commonly or historically associated with race), creed, color, sex, sexual orientation, gender identity or expression, politics, religion, national origin, marital status or family status, physical or mental disability, military status, genetic information, or membership or non-membership in a labor organization.

Nothing in this section, however, shall be construed to prohibit actions taken because of a bona fide occupational qualification.

Article VI

RIGHTS OF MANAGEMENT

Section 1. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes:

(a) The determination of Fire Department policy including the right to manage the affairs of the Fire Department in all respects;

(b) the right to assign working hours including overtime;

(c) the right to establish, modify or change work schedules, staffing of apparatus, amount of apparatus in the main or reserve fleet, etc.;

(d) the right to assign fire fighters to other duties within the Fire Department when their apparatus is out of service;

(e) the right to direct the members of the Fire Department, including the right to hire, promote or transfer any fire fighter;

(f) the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of job classifications and ranks based upon duties assigned;

(g) the determination of the safety, health and property protection measures for the Fire Department;

(h) the selection, promotion or transfer of fire fighters to supervisory or other managerial or technician positions or to positions outside the Classified Service of the Fire Department;

(i) the allocation and assignment of work to fire fighters within the Fire Department;

(j) the determination of policy affecting the selection or training of fire fighters;

(k) the scheduling of operations and the determination of the number and duration of hours of assigned duty per week;

(l) the establishment, modification and enforcement of Fire Department Directives and Guidelines;

(m) the transfer of work from one position to another within the Classified Service of the Fire Department;

(n) the introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in existing methods and techniques;

(o) the placing of service, maintenance or other work with outside contractors or other agencies of the City;

(p) the determination of the number of ranks and number of fire fighters within each rank;

(q) the determination of the amount of supervision necessary;

(r) the transfer of fire fighters from one house, district or support service to another.

Section 2. All discretionary power vested in the City and the Fire Chief shall not be exercised in an arbitrary or capricious manner. The term "arbitrary or capricious" in this article shall mean that this is action taken without adequate information, not founded on reason or rational judgment, or done on a whim or impulse without adequate analysis.

Article VII

PRODUCTIVITY

Section 1. The Union and the City recognize that increased productivity will require the continuation of improvements and technological progress through new methods, techniques and equipment which will contribute to improved quality and efficiency of fire protection for the citizens of Denver. The Union and the City will act in good faith and with a cooperative attitude to achieve these ends.

Section 2. There shall be established a Labor/Management Committee comprised of six (6) members, three (3) of whom shall be appointed by the President of Local 858 and three (3) of whom shall be appointed by the Chief of the Fire Department. The Committee shall address any matter of mutual concern. The Committee shall meet at the request of the President of Local 858 or the Chief of the Fire Department within ten (10) days of a request for a meeting. The Fire Chief and the Union may mutually agree upon another system to provide labor/management discussions, including the use of strategic development teams.

Section 3. The Department shall provide the union with copies of and will email to the President and Secretary Treasurer all new or revised:

(a) directives;

(b) SOGs; and

(c) Fire Chief and Division Memoranda (currently those denominated FCM, OPS, TRN, FPB, TEC and ADM).

Semi-annually the Employer shall provide the Union with an updated list of all employees of the Denver Fire Department who at the time are in an active status. Such list shall contain the following information for each employee: name, current station assignment, and date of hire. These semi-annual reports will be provided to the Union by March 1 and September 1 each calendar year.

Article VIII

CALL BACK COMPENSATION, FIRE FIGHTER OBLIGATION, AND OVERTIME

Section 1. If, in the sole opinion of the Fire Chief or their designees, it is necessary to call fire fighters back to work during their normal time off, such recalled fire fighters must report for duty. Failure to report for duty, if personally contacted, shall subject such fire fighter to disciplinary action pursuant to the Charter of the City unless reporting is excused by the Chief or their immediate designee.

(a) A recalled fire fighter shall be compensated at the minimum rate of time and one-half (1-1/2) of their regular rate of compensation for the time worked, in 15-minute increments or a minimum of three (3) hours if required to respond to a station, work location or incident, in cash if the money is available, otherwise in the form of compensatory time off. Such time off shall be taken within one (1) year of the time in which it is earned, provided that the time to be taken off is approved by the Fire Chief or their designee in writing. If the call back is contiguous to the beginning or end of the scheduled shift, the three (3) hour minimum shall not apply.

Section 2. In the event that a fire fighter is called upon to work overtime in excess of fifteen (15) minutes after their regular shift has ended, the fire fighter shall be compensated at the minimum rate of time and one-half (1-1/2) of their regular rate of compensation for all overtime worked after their regular shift has ended, in cash if the money is available, otherwise in the form of compensatory time off. Such time off shall be taken within one (1) year of the time at which it is earned, provided that the time is approved by the Fire Chief or their designee in writing.

Section 3. If a fire fighter is required to attend court due to job related matters during hours other than scheduled work hours, such fire fighter shall receive compensation as provided in Section 1 of this Article VIII.

Section 4. Fourth Grade Fire Fighters taking the intermediate (if any) and final tests in hours other than their normally scheduled work hours shall be compensated for such time at their regular rate of pay until the total hours worked, including such testing time, exceeds 144 hours within a twenty-one (21) day work period. Any time worked in excess of the 144-hour limit shall be compensated at the overtime rate as provided in Section 2 of this Article.

Article IX

UNIFORM ALLOWANCE AND REGULATIONS

Section 1. The City shall pay the total cost of procurement and replacement, including replacement for line of duty mishaps, of all uniforms, including replacement of Department issued blue T-shirts, except socks, ties, belts, briefs, panties, and brassieres, that are required to be worn by fire fighters. The style, quality, design, components and the quantity of uniforms shall be specified by the Executive Director of Safety for the individual fire fighter in an economical, equitable manner in the best interests of the City.

Section 2. Turnout gear required by the Fire Department is not considered to be part of the uniform for purposes of Section 1 above. All fire fighters shall have turnout gear and required personal protective equipment (PPE) provided by the City. If, in the sole opinion of the Fire Chief or their designated representative, any item of a fire fighter's turnout gear or required PPE becomes unserviceable, such article of turnout gear or PPE shall be replaced by the City. Whenever feasible, at the time of purchase, turnout gear and required PPE shall meet or exceed current National Fire Protection Agency safety standards and specifications.

Section 3. All fire fighters will maintain complete uniforms and turnout gear in good condition. Periodic inspections will be made by the Fire Chief or their designees to ensure the serviceability of each fire fighter's uniforms and turnout gear.

Section 4. If a non-uniformed fire fighter sustains line-of-duty damage to their clothing, the cost of such damaged article of clothing will be reimbursed by the City upon the submission of a claim accompanied by proof of loss and approved by the Fire Chief or their designated representative.

Section 5. Fire fighters assigned to the Fire Investigation Unit and who are required to wear firearms, shall receive from the City a $400.00 per year firearm allowance. This payment shall be made at the end of each calendar year or upon termination or retirement from the Fire Department of each member entitled to such allowance. Fire fighters assigned to the Fire Investigation Unit are also eligible for a reimbursement, up to $750.00, every five (5) years for the purchase of a ballistic vest.

Section 6. The practice of providing those fire fighters assigned to the repair shop with work uniforms and garments shall be pursuant to Executive Order No. 110, and the amendments thereto, for the term of this Agreement.

Section 7. Fire fighters may wear the official union insignia on both their dress and work uniforms. Such insignia shall be a pin not larger than the size of a dime.

Section 8. The City shall provide a cache of wildland PPE to be utilized by fire fighters who are deployed on urban interface strike teams, in accordance with policies and procedures to be determined by the Fire Chief.

Article X

INSURANCE, HEALTH AND SAFETY

Section 1. For 2026 only, the City shall pay monthly, on behalf of each fire fighter, 80% of the total premium of the medical insurance plan selected by the fire fighter, a vision plan, and a mid-level Delta Dental plan for those members enrolled through the Healthcare Trust. Members shall be offered an Internal Revenue Service qualified high deductible plan with a health savings account (HSA), a co-pay based HMO/PPO plan and a deductible based co-insurance medical plan to the fire fighters that have a benefit level no lower than the same type of plan offered by the City to Career Service employees. The City's contribution for each fire fighter will depend on the plan selected and the status of the fire fighter as qualifying either for employee, employee plus spouse, employee plus child(ren), or family plan coverage as may apply under the selected plan which will have a separate rate for each such category of coverage. The City shall handle all enrollment for current members and eligible retirees. The City shall collect payroll deductions for current employees for payment to the Trust. The Board of Trustees will provide any required premium changes for the 2026 plan year to the City no later than July 15, 2025.

If during open enrollment or upon hiring a fire fighter selects a high deductible medical insurance plan offered by the City and opens a HSA, or if as of January 1 each year of this Agreement, a fire fighter is already enrolled in the high deductible medical insurance plan offered by the City and has a HSA, the City will contribute monthly to the fire fighter's HSA: (1) fifty dollars ($50) if the fire fighter is enrolled in an employee only plan; or (2) one hundred dollars ($100) if the fire fighter is enrolled in an employee plus spouse, employee plus child(ren) or family plan.

The City recognizes the Denver Firefighter Healthcare Trust ("Trust") for the purpose of funding medical, dental and vision benefits for all fire fighters, their retirees, and eligible dependents as provided for in the Trust Agreement. The Trust is governed by a Board of Trustees and shall operate under the rules and regulations of the Trust Agreement and plan documents and is responsible for administering all aspects of the plan provided under the Trust, including enrollment. Eligibility for members that receive benefit contributions from the City will meet the City's eligibility requirements. The City will be allowed to designate one civilian employee to attend all meetings of the Board of Trustees. It shall be the general duty of the Trustees of the Trust to receive the contributions from the City and the contributions from participating fire fighters and any other income or assets that they may receive and, with such, to create and administer one or more employee welfare benefit plans for the participating fire fighters and their beneficiaries.

Beginning January 1, 2027, the City shall make annual payments to the Trust in monthly installments made at the end of each month. The amount paid to the Trust in 2027 shall be the total amount of the premium contributions paid by the City for medical, dental and vision insurance in 2026 increased by 8%. The City will

continue to collect payroll deductions for employee medical and vision insurance contributions from current members for payment to the Trust. Those payments to the Trust will also be made on a monthly basis. The City will provide no additional funds beyond the premium increases stated in this Agreement.

Section 2. The City recognizes the right of the Union to consult with the City and make recommendations on safety matters.

Section 3. The City will continue to provide advance life support (ALS) response on all structure fires.

Section 4. In the event a fire fighter is killed in the line of duty or dies from injuries or illness sustained in the line of duty, the City shall pay the cost of reasonable funeral expenses up to a maximum of $20,000, which amount shall be offset by any other payments for funeral expenses made by insurance or by any other agency or organization or person(s) (other than relatives of the fire fighter.) This payment shall be made to the fire fighter's estate.

Section 5. Fire fighters are entitled to a maximum of 1.5 times one year of base pay up to a maximum of three hundred thousand dollars ($300,000) in term life insurance with a double indemnity for accidental death or dismemberment in a plan chosen by the City for which the City will pay 100% of the cost.

Section 6. In the event a fire fighter is killed or has been killed in the line of duty, the City shall pay the full cost of health insurance and dental insurance for a surviving spouse, or spousal equivalent as defined by the City, and children of the fire fighter, subject to the following conditions:

a. The payments for a surviving spouse or spousal equivalent will end five (5) years after the fire fighter's death or upon remarriage, whichever occurs first.

b. The payments for an unmarried child shall continue through the end of the month in which the child reaches age 25.

Section 7. Any fire fighter who is diagnosed with any cancer specified in C.R.S. § 8-41-209 of the Colorado Workers' Compensation Act (as it may be amended from time to time) that is ultimately determined to be compensable shall be entitled to the following:

a. Reasonable, necessary and related medical care with authorized providers.

b. Any intermittent or consecutive leave of absence at their full salary for the rank that the member holds in the department and benefits, so long as the leave is necessary in reaching recovery from the sickness, until maximum medical improvement is reached.

Article XI

STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

Section 1. The protection of the public health, safety and welfare demands that neither the Union, nor the fire fighters, or any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sitdown, slowdown, stoppage of work, picketing, retarding of work, abnormal absenteeism, withholding of services or any other interference with the normal work routine.

Section 2. Violation of any provision of this Article by the Union shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of Denver Fire Fighters Local No. 858, in addition to whatever other remedies may be available to the City at law or in equity.

Section 3. Violation of any of the provisions of this Article by any member shall be just cause for the immediate discharge of that member, in addition to whatever other remedies may be available to the City at law or in equity. No fire fighter shall receive any portion of their salary while engaging in activity in violation of this Article.

Section 4. Should the Employer believe that the Union has engaged in any of the above activities, the Employer shall provide written notice to the Local explaining why the Employer believes the Union has engaged in any specific activity prohibited by this Section. The Union shall have five (5) calendar days to respond in writing, and the parties agree to meet and discuss the events. The Employer shall take no adverse action before the meeting between the parties take place. The meeting will take place within five (5) calendar days of receiving the Union response.

Article XII

SALARY SCHEDULE

Section 1. (a) **Fire Fighter**. For the duration of this Agreement, the position Fire Fighter First Grade will be paid as follows:

Effective January 1, 2026:	$108,415
Effective July 1, 2026 :	$111,667
Effective January 1, 2027:	$113,900
Effective July 1, 2027:	$117,317

The positions of Fire Fighters 2nd grade through 4th grade, for the duration of this agreement will be paid in accordance with the following schedule:

Fire Fighter 2nd	80% of Fire Fighter 1st
Fire Fighter 3rd	72% of Fire Fighter 1st
Fire Fighter 4th	65% of Fire Fighter 1st

(b) **Engineer.** For the duration of this Agreement, the Engineer will be paid 112.5% of Fire Fighter First Grade pay.

(c) **Technician/Fire Investigator.** For the duration of this Agreement, the Technician will be paid 107.5% of Fire Fighter First Grade pay.

(d) **Lieutenant**. Effective January 1, 2026, the rank of Lieutenant will be paid 118% of Fire Fighter First Grade pay. Effective December 31, 2027, the rank of Lieutenant will be paid 119.5% of Fire Fighter First Grade Pay.

(e) **Fire Systems Technical Specialist and Mechanic/Fire Apparatus Specialist.** For the duration of this Agreement, the positions of Fire Systems Technical Specialist (or "FSTS") I and Mechanic I will be paid 117% of Fire Fighter First Grade pay. The positions of Fire Systems Technical Specialist and Mechanic Second Grade through Fifth Grade will be paid in accordance with the following schedule:

FSTS II/Mechanic II	95% of FSTS I/Mechanic I
FSTS III/Mechanic III	90% of FSTS I/Mechanic I
FSTS IV/Mechanic IV	85% of FSTS I/Mechanic I
FSTS V/Mechanic V	80% of FSTS I/Mechanic I

Fire Systems Technical Specialists and Mechanics hired after the effective date of this Agreement shall be classified as Fire System Technical Specialist V or Mechanic V and shall progress through the steps annually on their anniversary date.

(f) **Captain**. For the duration of this Agreement, the rank of Captain will be paid 114.5% of Lieutenant pay.

(g) **Assistant Master Mechanic/Fire Shop Manager and Assistant Superintendent of Fire Alarm.** For the duration of this Agreement, the ranks of Assistant Master Mechanic and Assistant Superintendent of Fire Alarm will be paid 105% of Captain pay.

(h) **Assistant Chief, Master Mechanic/Fire Fleet Manager, and Superintendent of Fire Alarm.** For the duration of this Agreement, the ranks of Assistant Chief, Master Mechanic, and Superintendent of Fire Alarm will be paid 115% of Captain pay.

(i) **Engineer - Suppression Specialty Operation**. For the duration of this Agreement, an Engineer assigned to Specialty Operation will be paid 115% of Fire Fighter First Grade pay.

(j) **Lieutenant - Suppression Specialty Operation**. Effective January 1, 2026, a Lieutenant assigned to Specialty Operation will be paid 120.5% of Fire Fighter First Grade pay. Effective December 31, 2027, a Lieutenant assigned to Specialty Operation will be paid 122% of Fire Fighter First Grade Pay.

(k) **Captain - Suppression Specialty Operation**. For the duration of this Agreement, a Captain assigned to Specialty Operation will be paid 114.5% of Lieutenant pay plus 2.5% of Fire Fighter First Grade Pay.

(l) **Shift Commanders**. For the duration of this Agreement, Shift Commanders will be paid 107.5% of Assistant Chief pay.

(m) **Emergency Medical Technician**. For the duration of this Agreement, an Emergency Medical Technician will be paid 55% of Fire Fighter First Grade pay.

A member of the Fire Department shall be a Firefighter 4th Grade from the date of original appointment and until such time as the member has served nine months after completion of the Fire Academy. A member of the Fire Department shall be a Firefighter 3rd Grade if that member has served for more than nine-months after completion of the Fire Academy and less than twenty-one months after the completion of the Fire Academy. A member of the Fire Department shall be a Firefighter 2nd Grade if that member has served for twenty-one months or more after completion of the Fire Academy and less than thirty-three months after the completion of the Fire Academy. A member of the Fire Department shall be a Firefighter 1st Grade if that member has served for thirty-three months or more after completion of the Fire Academy. The graduation ceremony date shall be the culminating event for completion of the Fire Academy.

Section 2. **Longevity Pay**. All members, upon reaching their fifth (5^{th}) anniversary date of employment, shall be paid longevity pay. Effective January 1, 2026, members shall be paid at a rate of $12.25 per month for each year of service. Effective December 31, 2026, members shall be paid at a rate of $13.00 per month for each year of service. Effective December 31, 2027, members shall be paid at a rate of $15.00 per month for each year of service.

The additional salary provided in this Section 2 is an addition to base salary provided for in Section 1 of this Article and shall be considered or included in determining or computing the pension or retirement benefits of fire fighters.

Section 3. Any fire fighter who is assigned the duties of Technician, who meets the qualifications of the position to which they are assigned, and who has the certification required for the position to which he or she is assigned (if any is required) shall begin receiving Technician pay upon commencing the assignment. If any fire fighter assigned the duties of Technician does not meet the qualifications or have the certification required for the position, that fire fighter shall not be paid Technician pay until he or she meets the qualifications or has the certification. This provision shall not limit the City's right to reassign a fire fighter to non-technician duties. All fire fighters below the rank of Engineer that are assigned to apparatus that perform special operation (Diving, Collapse, HazMat, High Angle, Trench, Confined Space, DeCon) shall receive Technician level wages.

Section 4. Fire fighters who are certified and designated as bilingual fire fighters in accordance with procedures published by the Chief or the Chief's designee shall be paid one hundred fifty dollars ($150) per month. The Denver Civil Service Commission's current Firefighter Informational Booklet shall be used as a guideline for establishing specific languages that qualify for bilingual pay.

Article XIII

HOLIDAYS

Section 1. The following days are recognized as holidays for members for the purposes provided herein:

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(Third Monday in January)
Presidents' Day	(Third Monday in February)
Cesar Chavez Day	(Last Monday in March)
Memorial Day	(Last Monday in May)
Juneteenth	(June 19)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)
Birthday	(To be used and/or paid in accordance with Sections 3 and 4 of this Article)

However, the birthday holiday shall not be recognized and no member shall be given premium pay for the birthday holiday for the 2026 and 2027 contract years.

Section 2. Bargaining unit members holding the rank or assignment of Emergency Medical Technician, Fire Fighter Fourth Grade, Fire Fighter Third Grade, Fire Fighter Second Grade, Fire Fighter First Grade, Technician, Engineer, Lieutenant, Captain, Fire Systems Technical Specialist or Mechanic who are called out under the provisions of Article VIII of this Agreement on any of the above mentioned holidays shall receive their regular rate of pay, for a minimum of three (3) hours in addition to that compensation provided in Article VIII.

Section 3. Support Service Personnel. This Section shall control the granting of holidays and holiday premium for personnel in all support services other than Fire Dispatch, and Fire Investigation.

Holidays in Support Service is considered an eight (8) hour benefit. Where a holiday, except a birthday, as listed in Section 1 of this Article, falls on the first day of a regularly scheduled period of off days, it shall be observed on the immediately preceding work day. Where a holiday except a birthday, falls on the second and third off days of a scheduled period of off days, it shall be observed on the first regularly scheduled work day following the off days. A birthday holiday will be taken by the member within the calendar year of the birthday under procedures approved by the Chief. However, the birthday holiday shall not be recognized and no member shall be given premium pay for the birthday holiday for the 2026 and 2027 contract years.

When a bargaining unit member covered by this Section is called out to work on a holiday which is observed on the same day as specified in Section 1, the member shall be entitled to a holiday premium in addition to the regular rate of compensation.

In situations where the observed holiday except a birthday differs from the holiday specified in Section 1, this paragraph applies. When a member covered by this Section is called out to work either on the holiday specified in Section 1 or the "observed holiday," compensation shall be determined as follows:

(a) A member called out on the "observed holiday" will receive holiday premium only for those hours actually worked on that calendar day which do coincide with their regularly scheduled work hours.

(b) A member called out on the holiday spelled out in Section 1 will receive holiday premium only for those hours actually worked on that calendar day which do not coincide with their regularly scheduled work hours.

The holiday premium payable under this Section shall be equal to the member's regular hourly rate of pay and shall be computed to the nearest fifteen (15) minutes.

Section 4. (a) In addition to those above-listed holidays, any day declared a special holiday by the Mayor or the City Council, by proclamation promulgated or resolution or ordinance adopted, during the term of the Agreement, shall be considered a recognized holiday for the purposes provided herein.

(b) Any member who is required to actually work on a holiday other than their birthday, as set forth in this Article, shall be paid a holiday premium in addition to their regular rate of compensation. Such holiday premium shall be the member's regular hourly rate of pay, and shall be paid for each hour actually worked between 12:01 a.m. and 12:00 midnight on a holiday as provided in Section 1 of this Article, computed to the nearest fifteen (15) minutes.

When a holiday falls on a support service member's vacation, as set forth in Article XIV of this Agreement, that holiday shall not be counted as a vacation shift. When a holiday other than a birthday falls on a suppression member's vacation, as set forth in Article XIV of this Agreement, that day shall nevertheless be treated as a vacation day for all purposes relevant under this Agreement; however, the member shall receive the holiday premium identified in this Section for all hours that they would have worked on that day, but for the fact that such day was a vacation. In no event shall a holiday premium or any other compensation be awarded to a member by reason of a holiday other than a birthday falling on a Kelly Day. When the birthday occurs on their Kelly day, they shall be paid the holiday premium provided hereunder. In all other instances, the member must actually work on a holiday other than a birthday to be eligible for the holiday premium. All members assigned to fire suppression, to the Fire Investigation Division, or to fire alarm dispatching duties shall be paid a holiday premium equal to eight (8) times their

regular hourly rate of pay in lieu of time off for their birthdays. All other members shall have their birthday off, in the same manner as other holidays provided for in this Article.

Section 5. Members who received 96 hours of time in a separate Holiday Time Bank on January 1, 2022, may continue to use the Holiday Time Bank subject to the following:

(a) The Holiday Time Bank can be used in accordance with the rules for use of vacation leave under Article XIV, provided, however, no more than 24 hours may be used as vacation during a calendar year. Alternatively, members may sell back 24 hours from the Holiday Time Bank each calendar year; such payments will be made in the first quarter of the succeeding year. In any given year, members may elect to use or sell back 24 hours from the Holiday Time Bank, but not both.

(b) Hours in a member's Holiday Time Bank may be carried forward from year-to-year until they are exhausted.

(c) Any hours remaining in a member's Holiday Time Bank shall be payable upon separation.

Article XIV

VACATION

Section 1. Each fire fighter shall accrue vacation leave at their regular rate of pay in accordance with the following:

(a) Those fire fighters who have less than three (3) years of service shall accrue one hundred twenty (120) hours vacation annually at the rate of ten (10) hours for each month.

(b) Those fire fighters who have three (3) or more years of service shall accrue one hundred forty-four (144) hours of vacation leave annually at the rate of twelve (12) hours per month.

(c) Those fire fighters who have ten (10) or more years of service shall accrue one hundred sixty-eight (168) hours of vacation leave annually at the rate of fourteen (14) hours per month.

(d) Those fire fighters who have fifteen (15) or more years of service shall accrue one hundred ninety-two (192) hours of vacation leave annually at a rate of sixteen (16) hours per month.

(e) Effective January 1, 2022, those fire fighters who have twenty (20) or more years of service shall accrue two hundred sixteen (216) hours of vacation annually at a rate of eighteen (18) hours per month.

(f) Effective January 1, 2022, those fire fighters who have twenty-five (25) or more years of service shall accrue two hundred forty (240) hours of vacation annually at a rate of twenty (20) hours per month.

Section 2. If a fire fighter is employed only part of a month, they will earn vacation leave for the month only if they started on or before or terminated after the 15th day of the month.

Section 3. If the fire fighter's third (3rd), tenth (10th), fifteenth (15^{th}), twentieth (20^{th}) or twenty-fifth (25th) anniversary of their hiring date occurs on a day other than the first day of the month, they will earn vacation leave for that month at the rates described in Section 1 of this Article only if the anniversary date is on or before the fifteenth (15th). If the third (3rd), tenth (10th), fifteenth (15^{th}), twentieth (20^{th}) or twenty-fifth (25th) anniversary date of hire falls on a day after the fifteenth (15th) day of the month, they will earn at the higher rate beginning the first day of the following month.

Section 4. (a) Vacation hours accrued under the provisions of this Agreement may not be used until the calendar year after they are accrued. In no case may a fire fighter use

more hours of vacation than the sum of what they accrued in the previous calendar year, credited monthly. Any unused vacation leave left over from the previous year that the fire fighter is unable to use, in the sole opinion of the Fire Chief or their designee, shall be paid in cash at the fire fighter's regular rate of pay in effect at the time of payment, and such payment shall be made within the first quarter of the succeeding year.

(b) Where a fire fighter assigned to suppression or dispatch accrues vacation hours not evenly divisible by the number of hours in their shift, that fire fighter shall be paid in cash, but only for the hours of vacation which are less than a full shift which remain on December 31 of the year following the year of accrual so long as that fire fighter continues to be assigned to suppression or dispatch. Where a fire fighter assigned to arson has accrued vacation hours not evenly divisible by twelve, that fire fighter shall be paid in cash only for the hours of vacation which are less than 12 hours which remain on December 31 of the year following the year of accrual so long as that fire fighter continues to be assigned to arson. The cash payment shall be at the fire fighter's regular rate of pay in effect in the year following the year of accrual and shall be paid within the first quarter of the succeeding year.

Section 5. The additional vacation time allocated pursuant to Section 4 of Article XVIII - Sick Leave - shall not exceed one hundred forty-four (144) hours and shall be utilized in full shift increments directly related to the fire fighter's assignment. Any unused vacation leave left over from the previous year that the fire fighter is unable to use, in the sole opinion of the Fire Chief or their designee, shall be paid in cash at the fire fighter's regular rate of pay in effect at the time of payment, and such payment shall be made within the first quarter of the succeeding year.

Section 6. Vacation selections shall be made by the members of the Fire Department according to seniority in grade or rank within each administrative district and support service. Vacation selections made by Dispatchers shall not be made from the same vacation pick sheets as other members of the bargaining unit and shall in no way limit or restrict other members of the bargaining unit in their vacation selections. The most senior member in the highest grade or rank shall have the opportunity to select their vacation first. The least senior member in the lowest grade or rank shall pick last. The City shall open ten (10) days per administrative district in fire suppression per shift more than are required pursuant to this determination. It is understood and agreed that the City has the right to balance staffing by restricting the availability of certain days in any district. The method used for selecting vacations and balancing staffing shall be a single day selection method. The City will use its best efforts to evenly distribute the necessary vacation opportunities per shift, over the entire annual schedule specific to each shift.

Suppression fire fighters 1st, 2nd, 3rd, and 4th grade, engineers and technicians shall be permitted to select a vacation period which is the same as the officer assigned to the same company and platoon with the following exceptions:

(1) engineers assigned to Denver International Airport (DIA) ARFF apparatus shall not select a vacation period which is the same as other engineers assigned to the same company on the same platoon; and (2) the policy shall be permitted only as long as the present policy of providing "roving" lieutenants to fill company officers' vacancies created by vacations continues. Should the policy change, the change will be discussed with the Union prior to implementation.

Vacation schedules shall not be changed unless the fire fighter is promoted or granted a requested transfer, in which case the City shall exercise its best effort to allow the fire fighter to retain their original selection. Vacation schedules may also be changed through the Vacation Reselection Tool. Selections made through the Vacation Reselection Tool shall be awarded to the first bargaining unit member to respond. The transfer of a fire fighter shall not affect the vacation schedule of any other fire fighter. The parties agree that during the term of this agreement, the Union and the authorized representative of the City may, by mutual agreement, change the provisions for vacation picks in this Section 6.

Vacation selection for the rank of Emergency Medical Technician will be a seniority-based selection, and separate from other members of Suppression.

If agreed to by authorized representatives of the Union and the City, an alternative vacation selection method may be used during the term of this Agreement.

Article XV

GRIEVANCE PROCEDURE

Section 1. A grievance is a claim that the City has violated an express provision of this Agreement, and does not include any disciplinary matters. Any fire fighter or group of fire fighters may discuss any matter with their Division Chief, Deputy Chief or the Fire Chief, without invoking the formal grievance procedure provided for in this Article. Neither the City nor the Union shall threaten, restrain, or coerce any fire fighter for asserting said fire fighter's rights pursuant to this Agreement.

Section 2. A grievance must be initiated by an aggrieved fire fighter. The aggrieved fire fighter must reduce their entire grievance and all the reasons therefor, and the provisions of this Agreement which the aggrieved fire fighter feels have been violated, to writing and present the written grievance, signed and dated by the fire fighter, to their Division Chief within ten (10) business days after the fire fighter knew or should have known the facts which gave rise to the grievance. If not submitted within ten (10) business days, the grievance shall not be entitled to consideration. Nothing in this section shall be construed to limit or prevent the Union, through an aggrieved member or members, from filing a grievance on a belief that the Agreement is being violated.

Section 3. All grievances shall be settled in the following manner:

Step 1. The grievance shall be submitted to the grievant's Division Chief within ten (10) business days after the fire fighter knew or should have known the facts which gave rise to the grievance. Within ten (10) business days after receipt of the grievance the Fire Chief or their designated representative shall discuss the grievance with the aggrieved fire fighter and two (2) members of the Grievance Committee of the Union. The Fire Chief or their designated representative will give the aggrieved fire fighter, through the Union Grievance Committee, their answer in writing within ten (10) business days after holding such meeting. If the meeting does not take place or the grievance is not answered within said ten (10) business days it will be considered denied. The grievant may agree to waive the meeting if the Chief has agreed to grant the remedy sought in the grievance without the need for a meeting.

Step 2. If the Union Grievance Committee is not satisfied with the answer obtained at "Step 1," a Union officer must give written notice of intent to arbitrate to the corporate authorities of the City within fourteen (14) calendar days. The Grievance Arbitration Board shall consist of:

(a) Appointee of the City;

(b) Appointee of the Union;

(c) The representatives of each party shall select the third member of the Grievance Arbitration Board, who shall be the Chair;

(d) The Union and the City may agree to waive a City and Union appointee and solely have a selected arbitrator hear the matter;

(e) If within twenty-one (21) calendar days, the representatives of the City and the Union fail to select an Arbitrator/Chair, either party or its representative may refer the matter to the American Arbitration Association for the selection of an impartial arbitrator to act as the third member of the Grievance Arbitration Board (or serve as the sole Arbitrator, if the City and Union appointees are waived), in accordance with the Rules of the American Arbitration Association. The majority of the Arbitration Board (or the Arbitrator serving alone, if the City and Union appointees are waived) shall render a decision within thirty (30) calendar days after hearing the grievance, and failing to reach a majority, the decision of the Chair shall prevail.

The award of the Arbitration Board, or failing a majority decision, the decision of the Chair shall be final and binding on the City and the Union.

The costs of any arbitration shall be borne equally by the parties to this Agreement.

Section 4. Failure of the aggrieved fire fighter, or the Grievance Committee, or any official of the Union, to comply with the time limits set forth above will serve to declare the grievance as settled based upon the last answer received, and no further action can be taken on that grievance.

Section 5. Anything in this Agreement to the contrary notwithstanding, the following matters are not subject to the grievance procedures of this Agreement:

(a) Any grievance which is not filed in accordance with the provisions of Section 2 of this Article or does not meet the definition of a grievance as set forth is Section 1 of this Article; or

(b) Any matter reserved solely to the Rights of Management (Article VI), or to the discretion of the City or the Fire Chief by the terms of this Agreement; or

(c) Any matter which would require a change from the wages, rates of pay, hours, grievance procedures, working conditions, and all other terms and conditions of employment as set forth in this Agreement; or

(d) Any matter which is not covered by this Agreement; or

(e) Any matter covered by the Charter of the City and County of Denver, the Directives and Guidelines of the Denver Fire Department not inconsistent

with the express terms of this Agreement, the Rules and Regulations of the Civil Service Commission of the City and County of Denver, City Ordinances, Statutes and Constitution provisions.

Section 6. (a) The time limits for processing grievances as set forth in this Article may be extended by mutual written agreement of the Chief of the Fire Department or a designee of the Chief and a representative of the Union.

(b) The parties shall consider and may by mutual agreement use a mediator at any time during the grievance process to resolve the grievance.

Article XVI

TEMPORARY ASSIGNMENT TO HIGHER RANK OR POSITION

Section 1. When a fire fighter is designated to perform the duties of a higher pay classification or rank due to a vacancy in such higher position, such fire fighter shall receive the existing base rate of compensation paid the classification or rank to which the fire fighter is so designated provided:

(a) Fire fighters assigned to suppression divisions work at least six (6) hours of the shift; or

(b) Fire fighters assigned to support services work at least 50% of the shift.

This Article shall apply to a Fire Fighter 1st Grade, Engineer, Lieutenant, and Captain who is eligible to work on technical apparatus and is required to act due to operational need as a technician at the direction of the City; Fire Fighter 4th Grade through Technician acting as an Engineer or Lieutenant; a Mechanic acting as Assistant Master Mechanic or Master Mechanic; a Fire Systems Technical Specialist acting as Assistant Superintendent of Fire Alarm or Superintendent of Fire Alarm; an Engineer acting as a Lieutenant; a Lieutenant acting as a Captain; ~~and~~ a Captain acting as an Assistant Chief; and an Assistant Chief acting as a Shift Commander in all support services. However, except that, whenever possible, an Engineer shall remain in that position and shall perform the duties and functions of an Engineer.

Article XVII

WORK DAY AND WORK WEEK

Section 1. **Fire Suppression and Dispatch.** Fire fighters in the fire suppression force and those assigned dispatcher duties shall work a work schedule consisting of twenty-four (24) hour shifts for an average work week of forty-eight (48) hours. This will be implemented by the use of a three (3) platoon system with each fire fighter working one (1) twenty-four (24) hour shift followed by forty-eight (48) hours off, with a Kelly day to be taken within each twenty-one (21) calendar day cycle, defined as A-Shift Sunday to A-Shift Sunday. A Kelly day shall not be counted as a working shift for any purpose.

Until such time as the U.S. Department of Labor determines that the provisions of 29 U.S.C. § 207(k) apply to Denver fire fighters assigned dispatcher duties, all such fire fighters shall be scheduled for and receive between five (5) and eight (8) hours of uninterrupted sleep time and up to two (2) hours, in at least thirty (30) minute increments, of uninterrupted meal periods during the twenty-four (24) hour shift. These hours shall not be deemed as time worked for purposes of calculating FLSA overtime.

Kelly day selections shall be made annually by the members of the Fire Department except Assistant Chiefs according to seniority in grade or rank within each administrative district. Kelly day selections made by Assistant Chiefs shall not be made from the same Kelly day selection sheets as other members of the bargaining unit and shall in no way limit or restrict other members of the bargaining unit in their Kelly day selections. The most senior member in the highest grade or rank shall have the opportunity to select their Kelly day first. The least senior member in the lowest grade or rank shall pick last. The City shall determine prior to the time Kelly days are selected the number of Kelly day picks required in each administrative district per shift. The City shall open one (1) Kelly day pick per administrative district more than is required pursuant to this determination. It is understood and agreed that the City has the right to balance staffing by restricting the availability of certain picks in the last column in any district.

Each time a Kelly day is changed, the fire fighter shall be granted one (1) additional Kelly day; provided, no more than two (2) additional Kelly days shall be awarded in a contract year; provided, further, if a Kelly day change results in a return to the originally selected Kelly day, an additional Kelly day shall not be awarded; provided, further, if a fire fighter is transferred at their request, is promoted, or when a roving officer receives a permanent assignment and the change results in a change in Kelly days, an additional Kelly day shall not be awarded.

If agreed to by the authorized representatives of the Union and the City, an alternative work schedule for fire fighters assigned dispatcher duties may be used during the term of this agreement.

Fire fighters assigned dispatcher duties will select Kelly days only among themselves.

Section 2. **Non-Fire Suppression.** Each support service, excluding Dispatch, shall establish a work period of at least 7, but not more than 28 days. The Department office personnel who are not on round-the-clock schedules will normally work a schedule of five (5) eight (8)-hour work days during a seven (7) day work period. A flexible or staggered work schedule averaging forty (40) hours per week and providing for more economical and efficient functioning of the support service may be established by the Division Chief with the approval of the Fire Chief or their designated representative, provided that such new schedule shall not provide for a work shift in excess of twelve (12) hours and provided further that all fire fighters affected by such change in work schedule shall continue to receive as many gross hours of sick leave, sick leave converted to vacation, and vacation as they would have had, had their schedules not been changed.

If agreed to by the authorized representatives of the Union and the City, an alternative work schedule may be used during the term of this Agreement.

Section 3. In the event of enactment of State or Federal legislation affecting the hours of work or overtime for Fire Department personnel, the City and the Union will meet in an attempt to make any work schedule changes which are mandated by said legislation.

Section 4. **Fire Investigations Bureau.** Notwithstanding the provisions of Section 2 of this Article XVII, a fire fighter other than a Lieutenant, Captain, or Assistant Chief assigned to Fire Investigations Bureau shall work a schedule consisting of two (2) consecutive 6:00 a.m. to 6:00 p.m. work shifts, followed by twenty-four (24) hours off-duty, followed by two (2) consecutive 6:00 p.m. to 6:00 a.m. work shifts, followed by ninety-six (96) hours off duty. During each twenty-four (24) day work period, one (1) work shift shall be reduced to five (5) hours. For purposes of calculating hourly rates, fire fighters assigned to the Fire Investigations Bureau are considered to work forty (40) hours per week. Schedules for Lieutenants, Captains, and Assistant Chiefs shall be determined by Section 2 of this Article.

If agreed to by the authorized representatives of the Union and the City, an alternative work schedule may be used during the term of this agreement.

Section 5. **Emergency Medical Technician**. Emergency Medical Technicians shall work a 40-hour work week, 7 calendar day cycle. A flexible or staggered work schedule averaging forty (40) hours per week and providing for more economical and efficient functioning may be established by the Division Chief with the approval of the Fire Chief or his/her designated representative, provided that such new schedule shall not provide for a work shift in excess of twelve (12) hours and provided further that all Emergency Medical Technicians affected by such change in work schedule shall continue to receive as many gross hours of sick leave, sick leave converted to

vacation, and vacation as they would have had, had their schedules not been changed.

If agreed to by the authorized representatives of the Union and the City, an alternative work schedule may be used during the term of this Agreement.

Section 6. Notwithstanding the provisions in Section 1 of this Article, two Shift Commanders or an Assistant Chief, at the discretion of the Chief, may be assigned to a supplemental shift based on a twenty-one (21) day cycle ranging from A-Shift Sunday to A-Shift Sunday. The Shift Commander or Assistant Chief assigned to this supplemental shift will not be able to exceed forty-eight (48) consecutive working hours with a minimum of twenty-four (24) hours off in between work shifts. They will maintain a Kelly day to be taken every twenty-one (21) day cycle and hours worked within the twenty-one (21) day cycle will not exceed 144 hours.

Article XVIII

SICK LEAVE AND OTHER MISCELLANEOUS LEAVES

Section 1. Each fire fighter shall be credited with twelve (12) hours of sick leave monthly for each month of service for a maximum annual accumulation of one hundred forty-four (144) hours per year of sick leave. If a fire fighter is employed only part of a month, they will be credited with sick leave for the full month only if they started on or before or terminated after the fifteenth (15th) day of the month. If a fire fighter is employed after or terminated before the fifteenth (15th) day of the month, they shall be credited with six (6) hours of sick leave. Any unused portion of such sick leave shall be accumulated until said fire fighter shall have a reserve of seven hundred-twenty (720) hours of sick leave.

Section 2. Any sick leave taken by a fire fighter with seven hundred-twenty (720) hours or less of accumulated reserve shall be first charged against the current year's accumulation of sick leave to date of absence. If the current year's accumulation of sick leave is exhausted, any sick leave taken shall be charged against the fire fighter's accumulated reserve of sick leave.

Any sick leave taken by a fire fighter with more than seven hundred-twenty (720) hours of accumulated reserve shall be first charged against the accumulated reserve.

Section 3. When a fire fighter uses sick leave due to off-duty injury or sickness, the fire fighter will be charged one (1) hour sick leave for each hour the fire fighter misses rounded to the nearest quarter hour. On February 1st of each year, each fire fighter shall receive a written report of their accumulated sick leave reserve.

Section 4. On December 31st of each year, after the fire fighter has accumulated their reserve of seven hundred-twenty (720) hours of sick leave, unused sick leave of a fire fighter for that year shall be allocated as follows:

(a) Each fire fighter may take unused sick leave accumulated in the previous year not to exceed one hundred forty-four (144) hours as a cash payment, if approved by the Chief or their designated representative, to be paid at the regular rate of pay in effect at the time of payment on or before February 1st of each year. The approved amount may be allocated between cash, deferred compensation or a HSA contribution, at the fire fighter's option, consistent with legal restrictions.

(b) Each fire fighter may take all or any part of unused sick leave as vacation, if approved by the Chief or their designated representative. Sick leave converted to vacation may only be used in full shifts. Any sick leave not taken as vacation shall be taken as cash payment at the fire fighter's regular rate of pay in effect at the time of payment.

Each fire fighter must declare their option before regular vacation and sick leave converted to vacation for the following year are selected.

Section 5. Fire fighters who have an accumulated reserve of more than seven hundred-twenty (720) hours of sick leave as of December 31, 1983, will maintain that accumulated reserve balance unless used for sick leave pursuant to the provision of Section 2 above. Such fire fighters shall continue to be credited with sick leave pursuant to the provisions of Section 1 above. This credited sick leave shall be either paid for or taken as vacation in accordance with the provision of Section 4 above.

Section 6. At the termination of a fire fighter's term of service with the Denver Fire Department for any reason, the said fire fighter shall receive compensation in full at their regular rate of pay at the time of such termination for all accumulated sick leave and vacation time due to them in hours at the termination of their service, except that a portion of this compensation shall be paid into the Post Employment Health Plan for eligible fire fighters as set forth in Article XX.

Section 7. (a) Prior to separation of service for any reason, other than as outlined in Section 7(b) below, the fire fighter may elect to have any or all accumulated sick leave and unused vacation time paid as compensation. The election to have these monies paid cannot be made more than 12 months prior to separation and must be made at least 14 days prior to separation and shall be paid before separation. The fire fighter may contribute this compensation into the City's Deferred Compensation Plan pursuant to the rules of that Plan. Any accumulated sick leave or unused vacation remaining after the election, shall be paid into the Post Employment Health Plan for eligible fire fighters as set forth in Article XX. This provision is subject to all limits and regulations governing a § 457 plan as enforced by the Internal Revenue Service, including deferral limits and the timing of deferral election forms.

(b) If a fire fighter is involuntarily terminated, or resigns or retires in lieu of involuntary termination, the fire fighter will be given the option of receiving all or part of their accumulated sick leave and unused vacation in cash rather than having that amount be paid into the Post Employment Health Plan (PEHP) established in Article XX of this Agreement. The fire fighter must exercise this option at least five (5) calendar days prior to separation of service, and payment must be made prior to separation of service. The failure to timely exercise this option shall be deemed consent to have the entire amount of the fire fighter's accumulated sick leave and unused vacation paid into the PEHP, as set forth in Section 7(a) above.

Section 8. Upon the death of a fire fighter of the Denver Fire Department, all monies due such fire fighter by reason of unpaid salary, accumulated unused vacation time, sick leave reserve or from other sources, at the time of their death shall be paid to their surviving spouse, or if there be no surviving spouse, then to the fire fighter's estate; provided however that if the Charter is amended the payment shall be made as required by the Charter as amended.

Section 9. Fire fighters may donate sick leave to the sick leave bank of, and accept sick leave donations from, another member of the classified service of the Fire Department in accordance with the procedures established by the Chief or the Chief's designee.

Section 10. Sick Leave Use

(1) Statement of intent: The purpose of this section is to allow fire fighters, in connection with sickness or injury, to achieve a balance between family responsibilities and work demands. Each fire fighter must recognize that the responsibility of the Denver Fire Department is to provide a continuous high level of service to the public. Supervisors, when granting such leave, shall insure that the Fire Department mission is not jeopardized.

(2) In addition to using sick leave when a fire fighter is incapacitated by sickness or injury, sick leave may be used for parental leave or for necessary care and attendance during the serious illness of a member of the fire fighter's family.

a. "Family" is defined as:

1. a person who is related by blood, marriage, civil union, or adoption;

2. a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or

3. a person for whom the employee is responsible for providing or arranging health- or safety-related care.

b. The amount of sick leave granted for parental leave or for necessary care of a sick member of an employee's family shall not exceed ninety days per twelve-month period without approval of the fire fighter's supervisor and the Chief.

c. Fire fighters using extended leave under the provisions of this agreement will return to work at their same or equivalent positions.

d. In all but emergency cases, the fire fighter needing extended family or medical leave shall document the need in writing and forward it to the Department of Safety Human Resources (SHR) Leave Team through the chain of command. A Sick Leave Request shall also be submitted. In emergency situations, the supervisor who grants the leave shall document the circumstances and forward the letter and Sick Leave Request to SHR, through the chain of command.

e. Sick leave may also be used for any reason found in C.R.S. §§ 8-13.3-404 and 8-13.3-405, as they may be amended from time to time.

(3) Up to 90 days leave for personal illness, illness of a family member, or parental leave (granted to care for a child at the time of birth or adoption)

may be granted. Fire fighters have the option of using unpaid leave in lieu of paid leave.

a. When paid leave is elected, fire fighters shall use sick time when available.

b. Fire fighters who have no more than ten days remaining in their sick banks may then use vacation time and/or compensatory time.

c. Use of vacation time must follow the provisions of Article XIV. However, at the discretion of the Chief or designee, a scheduled vacation can be changed.

d. Fire fighters who require more than 90 days or who do not have a sufficient bank of sick leave, vacation time, or compensatory time may apply to the Chief for donated sick time.

(4) Fire fighters using sick leave under subsection (2) above for extended periods may apply to the Chief for a reduced work schedule, *i.e*., a leave schedule that reduces the fire fighter's usual number of hours per work week. The Chief may require the fire fighter to transfer to another assignment to better accommodate the reduced work schedule.

(5) Maternity Leave

Members shall be provided paid maternity leave for immediate use upon childbirth. Birthing parents may take up to twelve (12) weeks of paid maternity leave immediately following childbirth for the purpose of recovering from childbirth, reattaining physical fitness for duty, family bonding, and overall wellness.

Parental Leave

New, non-birthing parents shall receive up to three (3) weeks of paid leave to care for their child within four (4) months following the child's birth or adoption.

Paid maternity and parental leave shall run concurrently with FMLA leave with the exception of instances where both parents are members under this contract. In these cases, parental leave will not be required to run concurrently with FMLA, but will be required to be used within the first 15 weeks following the birth or adoption of a child. To qualify for the leave, an employee must have been employed by the Department for twelve (12) months prior to the use of paid maternity or parental leave.

An individual member may qualify only for maternity or parental leave per birth and cannot receive both forms of paid leave for the same child.

Paid maternity or parental leave cannot be combined with paid leave under the Colorado Family and Medical Leave Insurance Program (FAMLI).

Section 11. Bereavement Leave

(a) Upon proper notification to the Department, a fire fighter shall be granted authorized absence from duty because of the death of a member of the fire fighter's immediate family, which includes the fire fighter's spouse, mother, father, mother-in-law, father-in-law, stepfather, stepmother, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, spousal equivalent as defined by the City or other person residing within the immediate household. Such absence shall not exceed five (5) consecutive calendar days, unless the Chief or their designee grants additional leave. Authorized bereavement leave for an immediate family member will not be charged against the fire fighter's accumulated sick or vacation leave.

(b) Upon proper notification to the Department, at the discretion of the Chief or their designee, a fire fighter may be granted authorized absence from duty because of the death of relative other than an immediate family member. Such absence shall not exceed one (1) calendar day and may only be granted if staffing is available. Authorized bereavement leave for a relative other than an immediate family member shall be charged against the fire fighter's accumulated sick or vacation leave.

Section 12. Military Leave

(a) Leave of absence shall be granted to eligible fire fighters for military service as defined by the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. §§ 4301, *et seq*. and C.R.S. § 28-3-601, *et seq*. A fire fighter shall give advance written notice of an absence due to military service, unless precluded by military necessity or giving advance notice is otherwise impossible or unreasonable.

(b) Military leave with pay. Fire fighters assigned to fire suppression shall be eligible for up to three weeks (not to exceed 144 hours) of military leave with pay each calendar year. Members assigned to non-fire suppression shall be eligible for up to three weeks (not to exceed 120 hours) of military leave with pay each calendar year.

(c) Military leave without pay. In addition to fifteen (15) calendar days of military leave with pay for which a fire fighter may be eligible, fire fighters shall be granted military leave without pay to perform their military service obligations. A fire fighter may elect to use any accrued vacation leave or accumulated sick leave in lieu of unpaid leave for all or part of the fire fighter's absence from duty due to military service.

(d) While a fire fighter is on military leave, eligibility for vacation and sick leave accrual shall not be affected, and a fire fighter shall be entitled to all benefits afforded under this Agreement to fire fighters who are absent for reasons other than military service.

Section 13. Unpaid Leaves of Absence

(a) A leave of absence without pay for up to one (1) year may be granted to a fire fighter at the discretion of the Fire Chief, or designee.

(b) The Fire Chief, or designee, may grant such leave when it is in the best interests of the City to do so. Any such leave should be requested by the fire fighter as far in advance as is reasonably possible. Failure to return from any such leave of absence by the designated return date will be considered a resignation.

(c) Periods of leave without pay in excess of thirty (30) calendar days will not be considered for purposes of vacation or sick leave accrual, or any other benefits normally available to the fire fighter with the exception of medical insurance. The City's obligation to contribute its portion of medical insurance premiums will continue for no longer than one (1) year. The employee's portion of medical benefits may be continued at the fire fighter's expense in accordance with applicable laws or if prior arrangements have been made.

Article XIX

MILEAGE ALLOWANCE

Fire fighters using their personal vehicles to conduct City business shall be entitled to mileage reimbursement in accordance with the City and County of Denver Fiscal Accountability Rule 10.7, and any revisions thereto made during the term of this Agreement.

Article XX

RETIREE HEALTH

Section 1. If this Article is declared by a court of competent jurisdiction to be unenforceable, the monies specified herein will be used for a purpose that benefits the bargaining unit and that is mutually approved by the Union and the City.

Section 2. Post Employment Health Plan

(a) The City agrees to participate in the Post Employment Health Plan (PEHP) for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which has been provided to the City. The Plan Administrator for the Plan shall be mutually agreed upon by the City and the Union and the City agrees to contribute to the Plan as set forth in this Article. The parties agree to the creation of a three-person PEHP advisory committee. The committee shall consist of an active firefighter appointed by the Union, a retired firefighter appointed by the Chief, and an appointee of the Denver Office of Human Resources (OHR) as voting members of the committee. The OHR shall provide one non-voting member to act as secretary appointed by the City. The PEHP advisory committee will be responsible for making plan administrative and coverage decisions, including approval of an investment menu, as may be required by the PEHP third-party administrator. Since committee members may not qualify for governmental immunity, the City shall provide adequate fiduciary errors and omissions insurance to the committee members, and any other insurance determined necessary by the Denver Director of Risk Management.

(b) Except as provided in subsection (c), upon termination of employment for any reason (which does not include death), one hundred percent (100%) of the eligible fire fighter's accumulated sick leave and accrued but unpaid vacation that would have otherwise been paid to the eligible fire fighter had the City not participated in the Plan shall be contributed to the Participant's Health Care Insurance Premium Reimbursement Sub-account. Those fire fighters who separated from service prior to January 12, 2005 shall not be subject to the Plan. This subsection (b) is further subject to the following restrictions:

(1) The City shall deduct any overpayments to the fire fighter or other legal offsets due to the City from the fire fighter prior to making the contribution to the Participant's Health Care Insurance Premium Reimbursement Sub-account; however, before overpayment deductions and other legal offsets are made from accumulated sick leave and accrued but unpaid vacation, the City will first make the deductions and offsets from other compensable absences of the fire fighter, if any, and then any remaining balance shall be deducted and

offset from the accumulated sick leave and accrued but unpaid vacation.

Section 3. For the duration of this Agreement, the City's contribution to either the Fire and Police Pension Association Statewide Heath Care Defined Benefit Plan (FPPA plan) or the Post Employment Heath Plan (PEHP) shall be one and one-quarter percent (1.25%) per year of base pay on behalf of each fire fighter.

Article XXI

DEATH AND DISABILITY CONTRIBUTION

During the term of this agreement, the City shall pay, on behalf of all fire fighters hired after January 1, 1997, the state mandated contribution for death and disability coverage pursuant to C.R.S. § 31-31-811(4).

Article XXII

WAIVER AND NOTICE

Section 1. Failure of the City, or the Union, to enforce, or insist upon the performance of any term, condition or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition, or provision. No term, condition or provision of the Agreement shall be deemed waived by the City, or the Union, unless such waiver is reduced to writing and signed by an agent of the City, or the Union, who has actual authority to give such a waiver. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition or provision, which is the subject matter of the waiver.

Section 2. Where any provision of this Agreement requires that any notice or information be given by the Union to the City within specified time, the date the Union sends the notice or information shall be the date utilized to determine if the Union satisfies any required timeframe. Notice shall be sent directly to the Executive Director of Safety, the Fire Chief, and the City Attorney.

ARTICLE XXIII

ENTIRE AGREEMENT

Section 1. The City and the Union shall not be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, the City and the Union are not bound by any past practices of the City or the Union, or understandings with any labor organizations, unless such past practices or understandings are specifically stated in this Agreement.

Section 2. The Union and the City agree that this Agreement is intended to cover matters affecting wages, rates of pay, grievance procedure, working conditions and other terms and conditions of employment and similar or related subjects, and that during the term of this Agreement, neither the City nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

Section 3. Notwithstanding any other provisions of this Agreement to the contrary, in the event that any Article, or Subsection(s) thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction, or by any applicable State or Federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall negotiate on the Article or Subsection(s) thereof affected. All other provisions of this Agreement not affected shall continue in full force and effect.

Article XXIV

EFFECTIVE DATE, RATIFICATION AND TERMINATION

Section 1. This Agreement shall be effective January 1, 2026 and shall continue to and include December 31, 2027.

Section 2. This Agreement is subject to ratification by the fire fighters of Denver Fire Fighters Local 858, IAFF, AFL-CIO, and the approval of an adopting ordinance by the City before the Union or the City is bound by the terms of this Agreement.

DENVER FIRE FIGHTERS – LOCAL 858

Chris Ferguson (Jun 17, 2025 13:04 MDT)

Chris Ferguson, President

Aaron Abrams (Jun 17, 2025 13:09 MDT)

Aaron Abrams, Chair, Bargaining Committee

Jon Radke (Jun 17, 2025 13:11 MDT)

Jon Radke, Co-Chair Bargaining Committee

APPROVED AS TO FORM:
Jerry J. Marzullo, Counsel for IAFF-AFFI Local 858
By: Jerry Marzullo

APPROVED AS TO FORM:

Katie McLoughlin, Acting City Attorney City and County of Denver

By: _____

CITY AND COUNTY OF DENVER

Mike Johnston, Mayor
City and County of Denver

ATTEST:

Paul D. López, Clerk and Recorder

REGISTERED AND COUNTERSIGNED:

Nicole Doheny, Chief Financial Officer

Timothy M. O'Brien, Auditor

RECOMMENDED AND APPROVED:

Armando Saldate III, Executive Director
Department of Safety

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic No:	**1010.01**
Date:	**03-12-2024**
Approved:	***KV***
Review Date:	**03-12-2027**
Replaces:	**Same, dated 12-03-2019**

Topic: Driver Safety Program and Operator Classifications

PURPOSE: To define the Denver Fire Department Driver Operator Classifications and minimum requirements for certification in each classification.

SCOPE: Applies to all sworn, professional, or affiliated City employees.

Authorization to drive a Department vehicle for all sworn, professional, or affiliated City employees (i.e., cadets) requires:

- Possessing a ***valid*** Colorado State Driver's License without restrictions that would prohibit driving in the capacity of Department duties.

- Completion of the City Defensive Driving Awareness Training and requirements established within each classification. Any person operating beyond a Class 1-A light vehicle requires an active Department Drivers' Certification reflecting completion of the additional requirements for the classification in which they are operating. Operating a vehicle without an awarded classification certification as training in pursuit of the certification is permitted however, functioning in the capacity of an acting engineer is not authorized.

All members shall obtain a Denver Fire Department Driver Certification within 12 months of becoming a 3rd grade firefighter.

TRANSITION OF REVISION REQUIRING CMCB AERIAL AND ENGINE CERTIFICATIONS:

Firefighters appointed after January 1st, 2023, are required to attend an **on-duty** Engineer Academy upon completion of probation and earn both CMCB Aerial and Engine Certifications. Both certifications are required to be eligible to act engineer on either apparatus.

Firefighters appointed in 2021 and 2022, require completion of both **paid** CMCB Driver Operator Aerial and Engine practical tests. The Engineer Academy is not paid or required but is a proven path to passing the CMCB practical tests. Earning full CMCB Certification by completing the written exam is encouraged but not mandated. Both Class 2 and Class 3 licenses are required to be eligible to act engineer on either apparatus.

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic No:	**1010.01**
Date:	**03-12-2024**
Approved:	***KV***
Review Date:	**03-12-2027**
Replaces:	**Same, dated 12-03-2019**

Topic: Driver Safety Program and Operator Classifications

Firefighters appointed prior to 2021 shall maintain authorization to operate within the previously awarded Class 2 or 3 licenses. These members are encouraged but not required to obtain both License Classes if not currently held. The Department internal (pre-CMCB requirement) process will be available to these members through 2024. Effective January 1, 2025, pursuit of a new License Class shall be subject to the CMCB certification regardless of the hire date. This would impact members who later transfer to a different apparatus or DEN where both license classes are required.

There are seven classifications of Department Driver Certifications. Certifications for each classification allow members to drive only those vehicles covered in that classification.

Class 1	Light vehicles (Car, Pickup, Van, Civil Defense Rig, Stake Bed Trucks, Type 6 Wildland, and Warehouse Vehicles). Additional training specific to the vehicle type shall be completed when applicable. Class 1-A Non-emergency; sworn, professional and affiliated staff possessing a valid Colorado State driver's license and completion of the City Defensive Driving Awareness Training. Class 1-B Emergency light vehicles; sworn members who have attained the rank of 3rd Grade Firefighter or greater and Med Unit EMTS. Med Unit EMTs shall complete a Department Emergency Driver Safety Course.
Class 2	Engines, Wildland Type 3s, Air/Light apparatus, Dump Truck apparatus, DEN Alpha apparatus, DEN Snow Cat, and Single Axle Rescues
Class 3	Trucks and Towers
Class 4	Quint (Class 2 and Class 3)
Class 5	Tandem Rear Axle Rescue, Tandem Rear Axle Hammer requires apparatus specific training.
Class TT	Tractor Trailer (Collapse Rig) requires Class 2 or 3 license and TT specific training.
Class X	Aircraft Rescue and Firefighting Apparatus requires applicable DEN ARFF Crew Member, DEN Driver Operator and Movement endorsement, in addition to Class 2 AND 3 certifications.

Members are required to decline driving duties if they are not in full compliance with the Department Classification Certification requirements, including a suspended or restricted Colorado State or Department license.

Related: Directive 1010.05 Driver's License and Violation Reporting

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic: **ALL DFD Related Accidents and Driver Review**

Topic No:	**1010.02**
Date:	**12-03-19**
Approved:	***TAB***
Review Date:	**12-03-21**
Replaces:	**Same, dated 11-07-14 *(was named Accidents Involving DFD Vehicles or Apparatus)*; and 1010.00, 1010.03, and 1010.04**

PROCEDURES FOR DFD VEHICLE AND APPARATUS ACCIDENTS

Whenever **any** vehicle or apparatus assigned to the Denver Fire Department is involved in a traffic accident, the incident will be classified by dispatchers as an "Accident-Fire Dept. Vehicle" or "Accident-Fire Dept. Apparatus." All accidents involving DFD vehicles or apparatus shall be reported and investigated and the accident packet shall be fully completed. All accidents occurring off Department property will require a police response. The following procedures shall be followed in the event a Department vehicle or apparatus is involved in an accident. All Fire Department vehicles and apparatus shall carry a complete Accident Packet. It shall be the responsibility of the officer in charge and/or the driver/operator to complete all required actions and forms and to make sure forms are available in the vehicle. Forms are available online in Target Solutions .

DO NOT MAKE STATEMENTS REGARDING THE ACCIDENT TO ANYONE EXCEPT POLICE OR DEPARTMENT INVESTIGATORS.

I. PROCEDURES FOR ACCIDENTS INVOLVING ALL FIRE DEPARTMENT VEHICLES, INCLUDING FIRE APPARATUS, WITH ANOTHER PERSON OR AGENCY INVOLVED

A. All vehicles and apparatus involved in an accident, **including apparatus responding on emergency responses, must stop immediately, render aid as needed, and begin the reporting procedure.**

B. Notify the dispatcher immediately of the following:
   1. Dept. vehicle or apparatus involved
   2. Location
   3. Need for a cover-in company (for responding apparatus)

C. Request the following:
   1. DFD Fire Company (if additional DFD resources are needed)
   2. Ambulance for injured parties (include details of injuries and the number of injured parties)

3. Police (if determined by the investigating Chief that damage was NOT limited to Department vehicle)
4. Activation of Accident Call List
5. Opening of an Incident for the accident
6. Notification of District Chief, or if a Support Division vehicle, the Division Assistant Chief (during business hours) for investigation

D. Document the following:
1. Name, age, and date of birth of all injured parties
2. Address and phone numbers of all involved parties (work/cell if possible)
3. Ambulance company name/s, number/s, and attendant name/s
4. Hospital destination of all injured parties

E. Obtain and document:
1. Name, address, and phone numbers for all involved drivers
2. Driver's license number for all involved drivers **(copy the number from the license)**
3. License plate and VIN number from all vehicles involved
4. Insurance company, policy number, agent, and agent telephone numbers - note expiration dates
5. Name, address phone number, and statement for each witness

F. The investigating Assistant Chief or other Denver Fire Department investigator shall make certain that comprehensive photographs are taken of involved vehicles and the accident scene. (See photo guidelines in accident packet)

G. Include only **known** facts in written or verbal reports. Obtain statements from all parties and crew members present. **DO NOT MAKE CONCLUSIONS OR ASSUME LIABILITY FOR THE ACCIDENT.**

H. Refer to Executive Order 94 for guidance in completing post incident testing.

I. **All items in the Accident Packet shall be completed and returned to the Administration Division, through the District Chief, Shift Commander and/or appropriate Division Chief within 72 hours after an accident.**

Completed packets may be submitted electronically through the chain of command via the Administration Division email address at: FireAdmin@denvergov.org. The completed packet should contain:

1. Completed Accident Packet checklist
2. Copy of the letter from the Company Officer (apparatus) or driver/operator (DFD vehicle) explaining the details of the accident, through the chain of command to the Chief of the Department
3. Accident Information Exchange Form(s)
4. Driver/Operator Vehicle Accident Report
5. Letter from the Fire Department officer investigating the accident. **All supervisory letters on accident investigations shall include whether or not Executive Order 94 was invoked, with reasons why or why not.**
6. Photographs (may be emailed to the Master Mechanic, Driving Coordinator and FireAdmin@denvergov.org)
7. Witness statements and crew statements

J. The Administration Division will notify the Deputy Chief and the appropriate Division Chief of all accidents involving their Division in a weekly report. After review of the accident documentation, the Administration Division will forward copies to the Chief of Department through the chain of command and initiate the review committee process as appropriate.

K. Complete NFIRS reports.

L. Accidents Outside of the City of Denver:

DFD Vehicle or Apparatus accidents occurring outside the City of Denver shall be handled as above. The Company Officer (apparatus) or driver/operator (DFD vehicle) is still responsible for completing an accident packet and for completing the exchange of information with the other driver(s) and for ensuring a police report is filed. Company Officers or driver/operators should get information as to how to obtain a copy of the official report of the accident from the Police Officer of the jurisdiction in which the accident occurred.

II. PROCEDURES FOR ACCIDENTS INVOLVING ALL FIRE DEPARTMENT VEHICLES, INCLUDING FIRE APPARATUS, ON DEPARTMENT PROPERTY WITH NO OTHER PERSON OR AGENCY INVOLVED AND WITH NO INJURIES:

A. Notify Dispatcher if the accident has put you out of service and request an incident number. (Stay *In Service* if the above conditions exist and you are able to respond to an incident).

B. Request that the Dispatcher initiate the Accident Call List and to send the District Chief/Supervisor/Department Driving Coordinator or other investigator from Safety and Training.

C. Make certain that pictures are taken at accident scene by the District Chief or Fire Department investigator. *Refer to Accident Packet for Guidelines for Taking Photos

D. Completed packets may be submitted electronically through the chain of command via the Administration Division email address at: FireAdmin@denvergov.org. The completed packet should contain:

1. Completed Accident Packet checklist
2. Copy of the letter from the Company Officer (apparatus) or driver/operator (DFD vehicle) explaining the details of the accident, through the chain of command to the Chief of the Department
3. Accident Information Exchange Form(s)
4. Driver/Operator Vehicle Accident Report
5. Letter from the Fire Department officer investigating the accident. All supervisory letters on accident investigations shall include whether Executive Order 94 was invoked, with reasons why or why not.
6. Photographs (may be emailed to the Master Mechanic, Driving Coordinator and FireAdmin@denvergov.org).
7. Witness statements and crew statements.

III. REVIEW OF ACCIDENTS INVOLVING FIRE DEPARTMENT VEHICLES / APPARATUS AND PERSONNEL

All accidents involving fire apparatus shall be reported, investigated, and have a completed accident packet submitted. **No member shall investigate their own accident.**

A. The Assistant Chief of the involved Division and the on-duty member of the Administration Division staff shall be notified of **ALL** Fire Department vehicle accidents.

A member of the Administration Division and/or a member of the Safety and Training Division staff shall respond to **ALL** accidents where injury or death has occurred.

Include all forms. If a form is not applicable, mark with a large "N/A."

B. The Administration Division will be responsible for notifying the Deputy Chief of the Department of all accidents.

C. The Department Driving Coordinator will request a quarterly meeting for the Department Driver/Operator Safety Review Board to the appropriate Divisions. It shall be the duty of the Department Driver/Operator Safety Review Board to review all Department vehicle accidents. The Driver/Operator Safety Review Board shall, upon review of the incident, determine whether an accident was preventable or non-preventable and determine a primary cause when necessary.

1. Preventable: Accident was principally caused by driving actions in violation of traffic laws and/or Department policy.
2. Non-preventable: Unavoidable accident; proper defensive techniques were practiced.
3. The DFD Driver/Operator Safety Review Board will present its recommendations to the Division Chief of Safety and Training for determination of points and/or any recommendations of remedial training. Any disciplinary recommendations from the Review Board will be presented to the Division Chief of Administration.
4. When the consideration of the accident is complete, the Department Driving Coordinator shall record the findings. Point values are determined as follows:

IV. FIRE DEPARTMENT VEHICLE / APPARATUS ACCIDENT CLASSIFICATION

Non-preventable – 0 points, accidents determined to be unavoidable with reasonable preventive measures and actions consistent with Department driver training.

Preventable – 0 to 12 points, taking into consideration the circumstances surrounding the accident and report information from the Police Department. Traffic violations will be assessed that number of points similar with the penalty point schedule in state statutes and used by the State of Colorado Motor Vehicle Division.

Topic No:	**1010.02**
Date:	**12-03-19**
Approved:	***TAB***
Review Date:	**12-03-21**
Replaces:	**Same, dated 11-07-14 *(was named Accidents Involving DFD Vehicles or Apparatus)*; and 1010.00, 1010.03, and 1010.04**

Topic: **ALL DFD Related Accidents and Driver Review**

To maintain a valid DFD driver/operator license, a member shall not accrue more than 12 points within any twelve consecutive months or more than 18 points within any twenty-four consecutive months.

Primary Cause: Additional point assessment where there is a violation of any Department driving policy.

If the accident is found to be non-preventable, the Safety and Training Division will file a document in the Department Driving Records, with a copy to the operator's Division Chief. No points will be assessed.

If the accident is found to be preventable, the total of preventable points plus primary cause points (if applicable) will be applied to the driver's record and a determination of discipline (if applicable) will be initiated by the operator's supervisor according to the Department disciplinary process (see NOTE below).

Accrued points for only one accident could subject the driver/operator to disciplinary procedure without regard to any time limits.

NOTE: Discipline given for driving matters is subject to the same rules for representation and appeal as discipline levied for any other reason.

Points assessed for the current accident will be added to the points assessed during the past twenty-four consecutive months.

Drivers who have been involved in either preventable or non-preventable accidents may be required to complete assigned JPRs if the Department Driving Coordinator believes that a driver/operator would benefit from such training and one of the following situations exists:

1. Three non-preventable accidents within an 18-month period
2. Any accident resulting in death or serious injury
3. Any vehicle accident that includes circumstances that indicate there would be a benefit to the member or the Department

Flagrant Violations: Violations that contradict other Department standards or result in extreme damage and/or injuries may result in severe disciplinary recommendations.

Driver training shall be provided by the Department and may include defensive driving or emergency driving and maneuvering.

Questions concerning this policy may be directed to the Administration Division.

Point assessment values will correlate with the following corrective actions:

0 – 4 points:	Company Level Training
5 - 8 points:	Verbal Reprimand and Company Level Training
9 – 11 points:	Written Reprimand
12 or more points:	Suspension of Denver Fire Department driver's license, possible reassignment, and appropriate disciplinary action which may include suspension, demotion, or termination

Drivers or Company/Chief Officers shall report vehicle accidents they are NOT involved in by:

1. Contacting the Dispatcher and reporting the accident. The driver or officer should state that his/her vehicle is not involved.

2. Giving the accident location and requesting Police. Where applicable, ask for an ambulance response – giving as many details about number of injured parties and type of injuries as possible.

3. Informing the Dispatcher if the driver or crew is giving assistance at the scene. Request additional apparatus as needed – giving details about what type of assistance is required - i.e. fire, extrication, hazard removal, sand, hazardous materials, etc.

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic No:	**1010.05**
Date:	**06-11-19**
Approved:	***TAB***
Review Date:	**06-11-21**
Replaces:	**Same, dated 01-03-12**

Topic: Driver's License and Violation Reporting

MEMBER RESPONSIBILITIES –

A member shall notify his/her immediate supervisor and provide written notice to Internal Affairs, immediately upon reporting to work for his/her next duty shift, following the occurrence of **ANY** of the following:

1. Suspension/Revocation/Denial/Cancellation/Expiration of their Colorado Driver's License

2. Any new restriction on his/her Colorado Driver's License

3. Any moving violation.

Exception: Parking summons or summons for traffic infractions involving a personal vehicle, in which the original charge incurs no points. (zero points prior to any plea bargaining)

4. Photo Enforcement Notice of Violation or parking summons involving a Department vehicle.

Refer to Directive 1012.00 regarding reporting law enforcement contact and the required reporting form. Internal Affairs will forward all pertinent information to the Department Driving Coordinator.

Failure to report any of the above may subject a member to discipline.

The Department Driving Coordinator shall check the driver's license of each Fire Department member annually through the Department of Motor Vehicles. By Executive Order, each member shall have a current ***'Permission for Release of Individual Records'*** (DR 2559 07/03) on file with the Driving Coordinator. **When a member renews his/her Colorado Driver's License, s/he shall forward the new license number and expiration date to the Driving Coordinator.**

No Department member is authorized to operate a Department vehicle without possessing a valid **Colorado State Driver's License.** (A member who is issued a provisional driver's license to drive his/her vehicle to and from his/her home to the workplace shall not be permitted to operate any Department vehicle until his/her regular driving privileges are reinstated and a regular driver's license reissued.) No member is authorized to operate a **Department vehicle** without

having first completed the current Driver's Safety Program, mandated for emergency and/or non-emergency vehicles.

Any member driving a Department vehicle with a suspended driver's license or a provisional driver's license as described above is in violation of this policy and may be subject to discipline.

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic No:	**1010.06**
Date:	**11-17-2021**
Approved:	***JAV***
Review Date:	**11-17-2023**
Replaces:	**Same, dated 05-05-2021**

Topic: Emergency (Code 10) Responses

CODE 10 RESPONSES:

No Fire Department vehicle shall pass another emergency vehicle that is responding Code 10, regardless of the destination of either vehicle or the Agency of the other vehicle.

Passing another emergency vehicle while responding Code 10 should only be considered when the front emergency vehicle yields the right of way by voice communication, by physically motioning for back vehicle to pass, or by communication via radio. If consent is given to pass, then the passing emergency vehicle should only proceed with due caution and safety for all persons and property.

Passing another vehicle that is responding Code 10 may be considered in exigent circumstances without clear communication but should only be attempted with extreme caution for the safety of all persons and property.

This policy shall be strictly adhered to by all DFD personnel to ensure the safety of the citizens of the City and County of Denver and all emergency personnel.

Violation of this Code 10 response policy may subject the member to disciplinary action.

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic No:	**1010.07**
Date:	**05-10-2021**
Approved:	***JAV***
Review Date:	**05-10-2023**
Replaces:	**Same, dated 03-23-18**

Topic: Use of Seat Belts in Department Vehicles

OVERVIEW:

The Department recognizes that seat belt use helps to protect our employees, reduce injuries, and control operating costs. Studies by several fire service organizations show conclusively that failure to use seat belts (lap and shoulder belts) results in increased deaths and injuries. Reducing these costly injuries and deaths protects our members and can strengthen our effectiveness as a Department. Therefore, we are mandating the following policy:

Seat belts shall be used at all times while driving or riding in any Department vehicle on company or personal business, or in any other vehicle while on official Department business. This policy applies to all Department members (Civil Service and Career Service) and all occupants of vehicles driven by Department members on official business. No Department vehicle shall be moved until the driver and all passengers are wearing seat belts.

EXCEPTIONS:

I. In accordance to CRS 42-4-237-3b, a member of an ambulance team, other than the driver, while involved in patient care, is exempt from wearing a seat belt.

II. Members of the Dive Team or Trucks having a "Gumby Suit" responding to a confirmed swift- or still-water rescue, and who are expected to don required PPE to perform an immediate life saving act upon arrival, will be exempt from this policy. This does not exempt any member not required to don safety equipment while en route to the scene. The apparatus driver will respond with extreme caution.

RESPONSIBILITIES:

All personnel will be held accountable for using seat belts. **Non-compliance may result in disciplinary action.** Officers and acting officers are responsible for ensuring that all Department members comply with this Directive and receive periodic reminders to use seat belts.

OBJECTIVE:

Wearing a seat belt is one of the simplest and most effective ways to stay safe, yet many Department members may still not do it. When seat belts are not used, the potential for crash-related injuries and death increases dramatically. Crash-related

injuries attributable to not wearing a seat belt can affect a Department member's livelihood and can have a tremendous emotional and financial impact on the member's family. Based on this, the Denver Fire Department Administration, through this Directive, is taking steps to protect all Department members by ensuring 100% compliance 100% of the time.

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic No:	**1011.00**
Date:	**08-21-2024**
Approved:	***KV***
Review Date:	**08-21-2027**
Replaces:	**Same, dated 10-31-2023**

Topic: Uniforms and Personal Appearance

PURPOSE: To outline an approved, standardized Departmental guideline for uniforms, which serves to identify members of the organization and promote professionalism throughout the agency.

SCOPE: Applies to all uniformed members of the Department

Only the regulation uniform approved by the Department shall be worn while on-duty. It is the member's responsibility to obtain and maintain the uniform items required for their assignment, in accordance with this document and Article IX of the Collective Bargaining Agreement. All personnel are expected to project a professional appearance while on-duty and should take pride in their personal appearance.

I. Regulation Uniforms – General

A. Department-issued Class A uniform is to be worn at designated formal functions or at the discretion of the company officer, district chief, or department administrators.

B. Department-issued Class B or C uniform shall be the standard uniform for all non-formal public appearances. Class B or C uniforms shall be always worn when members are in official contact with the public (exception: Class D uniform may be worn under structural firefighting or single layer PPE when on an emergency response).

C. Class B or C uniforms shall be always worn when members are in contact with the public.

D. Except for public appearances requiring the wear of other uniform classifications, Class B or C uniform items should be considered the station work uniform.

E. Badge, nameplate, American flag, LODD "Never Forget "pin, and rank insignia shall be worn with Class A and Class B uniforms with "polo" style and embroidered shirts being the exception. Polo style and embroidered shirts should be worn with embroidered Maltese on the left chest, and name and rank on right chest.

F. From the hours of 0730 to 1700, all members shall wear the appropriate regulation uniform while on-duty. Fitness attire shall be worn only while involved in physical fitness activity, or from 1700 until 0730 the next day, as nighttime/turn-out wear.

G. Company officers will be held accountable for maintaining a consistent company

appearance and shall ensure all members are appropriately dressed for a given activity.

II. Class A Regulation Uniform (Formal)

A. Department-issued navy blue, long-sleeved shirt with black tie (white shirts for chief officers).

B. Department-issued navy-blue pants (black pants for chief officers).

C. Department-issued navy-blue dress suit coat with silver-plated buttons and badge holder over left upper pocket (black coat with gold-plated buttons for chief officers). Maltese Cross insignia will be displayed on the left sleeve, above the rank stripes, one cross for every five years of completed service; gold for chief officers, silver for all other members. Striping for ranks will be placed above the cuff of both sleeves as follows:

All members shall wear the round DFD LODD **Never Forget** pin on the right lapel of the dress coat.

1. Chief of Department – Five ½-inch gold stripes on sleeves
2. Deputy Chief of Department – Four ½-inch stripes and one ¼-inch gold stripe on sleeves
3. Division Chiefs – Four ½-inch gold stripes on sleeves
4. Shift Commanders – Three ½ inch gold stripes and one ¼ inch gold stripe on sleeves.
5. Assistant Chiefs – Three ½-inch gold stripes on sleeves
6. Master Mechanic and Superintendent of Fire Alarm – Three ½-inch gold stripes on sleeves
7. Assistant Master Mechanic and Assistant Superintendent of Fire Alarm – Two ½-inch gold stripes on sleeves
8. Captains – Two ½-inch silver stripes on sleeves

9. Lieutenants – One ½-inch silver strip on sleeves

10. Engineers – One ¼-inch silver stripe on sleeves

D. Black belt with plain buckle (gold for chief officers, silver for all other members).

E. Black leather dress shoes that will take polish or simulated leather shoes (style optional). Station work shoes are <u>not</u> acceptable with Class A attire.

F. Badge shall be worn on suit jacket. The LODD "Never Forget" pin shall be worn on the right lapel of the suit jacket. Nameplate, flag pin, rank insignia, commendation ribbons, and department-approved pins shall be worn on the dress shirt.

G. Department-issued, navy-blue uniform hat (white for chief officers).

H. Navy blue or black socks to match pants.

III. Class B Regulation Uniform (Standard – worn for non-formal public appearances) *non-formal public appearances will be defined as fire safety inspections, community service events, or department-sponsored appearances.*

A. Standard issue long- or short-sleeved navy-blue uniform shirt with badge, rank insignia, flag pin, name tag, LODD "Never Forget" pin, service pin, and other *department-approved* pins will be considered the standard shirt for non-formal public appearances. Shirt will have Denver Fire patch sewn on left sleeve (gold for Chief Officers and red for all other members).

1. Chief officers may wear white or navy shirts.

B. Department-issued navy-blue pants or 6 pocket pants (black pants /6 pocket pants may be worn by chief officers when wearing white shirts).

C. Black belt with plain buckle (gold for chief officers, silver for all other members).

D. Approved station work shoes or boots for Operations, Safety and Training, and DEN members must meet established department of safety requirements (protected toe and shank; please contact warehouse for specific details). **<u>All members</u>** must wear shoes that are fully enclosed (back, toes, sides), must be all black in color, should be able to take a polish, and shall be kept clean and in good condition.

Members assigned to support services do not need to meet the safety requirements for shoes unless recommended by their supervisor.

E. Navy blue or black socks to match pants.

F. Uniform cap (authorized dark-blue, baseball-style cap), optional. Baseball-style caps shall only be worn with logo and brim facing forward, they shall not be worn backward or sideways. Caps shall be in good condition, with minimal fading or discoloration. No caps may be worn with unapproved or non-department related logos, insignias, stickers, or designs.

IV. Class C Regulation Uniform (Standard – worn for non-formal public appearances)

A. Polo and embroidered shirts will have the department Maltese sewn on the left chest and the name and rank of member sewn on the right chest.

1. Chief officers may wear white or navy polo shirts.

B. Long-sleeved t-shirts shall not be worn with the short-sleeved uniform shirt or the polo-style or embroidered shirt.

C. Department-issued navy-blue pants or 6 pocket pants (black pants/6 pocket pants may be worn by chief officers when wearing white shirts).

D. Black belt with plain buckle (gold for chief officers, silver for all other members).

E. Approved station work shoes or boots for Operations, Safety and Training, and DEN members must meet established department of safety requirements (protected toe and shank; please contact warehouse for specific details). All members must wear shoes that are fully enclosed (back, toes, sides), must be all black in color, should be able to take a polish, and shall be kept clean and in good condition. Members assigned to support services do not need to meet the safety requirements in shoes unless recommended by their supervisor.

F. Navy blue or black socks to match pants.

G. Uniform cap (authorized dark-blue, baseball-style cap), optional. Baseball-style

caps shall only be worn with logo and brim facing forward, they shall not be worn backward or sideways. Caps shall be in good condition, with minimal fading or discoloration. No caps may be worn with unapproved or non-department related logos, insignias, stickers, or designs.

V. Class D Regulation Uniform (Work)

A. Department-issued short or long-sleeved t-shirt in good condition. T-shirts shall be always tucked into pants.

B. Department-issued sweatshirt (job-shirt, unaltered).

C. Department-issued navy-blue pants.

D. Navy blue knit cap or authorized dark-blue, baseball-style cap. Baseball-style caps shall only be worn with logo and brim facing forward. No caps may be worn with unapproved or non-department related logos, stickers, insignias, or designs.

VI. Station Wear for Physical Fitness, Overnight, and Other Activities Approved by Company or Chief Officers

A. Department-issued t-shirts, Department issued athletic pants, and Department issued shorts. Non-department issued wear is not authorized.

B. Department-issued job-shirt

C. Appropriate training shoes

D. Sports performance leggings, spandex, or other form fitting style pants/shorts are authorized but may only be worn underneath department issued shorts or athletic pants and be black or navy blue in color.

II. Fire Investigation

Fire Investigators' Class B Class C work uniforms shall be determined by the Division Chief of Administration, with the approval of the Chief of the Department. Investigators shall comply with all other portions of this Directive, including maintaining a Class A uniform for official Department functions.

III. Uniform Restrictions

A. Any item not specified above that has been issued from the DFD Quartermaster shall be considered approved apparel. R&D items may initially be worn for the approved testing period only. If the item is selected for inclusion into the official

uniform, it may continue to be worn with the approval of the DFD Quartermaster and appropriate Division Chief. If an item is not selected for inclusion, it is no longer considered approved for on-duty use.

B. Except for baseball-style caps, no portion of the department-issued uniform, of which material or article has been purchased by the City, shall be worn except when on duty.

C. No authorized uniform item shall be distributed or given to unauthorized personnel.

D. Members promoting shall update their uniforms by anticipating these needs during the annual uniform replacement and/or by utilizing the annual maintenance allowance.

Uniforms shall be maintained in good condition and, except for sizing adjustments, shall be unaltered. They shall be clean, neatly pressed, and free of tears, stains, or holes; faded, worn, or damaged clothing is not acceptable. Badges and name plates shall be polished.

E. Shirts shall be always tucked into pants.

F. No buttons, emblems, or insignia of any kind shall be worn on or about the uniform, except as specified or authorized by the Chief or designee.

IV. Considered Exceptions

A. Members may request, through the chain of command to the Deputy Chief, or designee, approval of apparel that is not issued by the DFD Quartermaster. Submissions for consideration are to be made at the member's expense. If the apparel is approved, all costs associated with providing the apparel shall be at the member's expense. Any artwork or representation of submissions must be of a file type that can be opened and accessed by DFD computers. The following parameters apply to all apparel submitted for approval:

1. Apparel must be navy blue or black in color.

2. All company/firehouse logos, emblems, or artwork shall be submitted for approval from the respective Division Chief prior to being displayed while on duty. A company-specific Maltese Cross, DFD badge, or DFD scramble will be the only items considered for placement on the left front

chest of t-shirts, job shirts, sweatshirts, jackets, and/or on the front of baseball/knit style caps. Alternate placement may be considered on a case-by-case basis.

3. T-shirts, job shirts, sweatshirts, etc., intended for wear in a suppression assignment must have "Denver Fire" or "FIRE" on the back consistent with department-issued apparel.

4. Baseball-style caps must be of the same color and similar material as those issued by the DFD Quartermaster. Caps with a snapback closure or caps with mesh backs may be submitted for approval as long as the closure and mesh are navy blue in color and the front is constructed of fabric and color similar to the standard issue cap.

5. Following the approval process, all non-department issued items approved for wear in the *Operations Division*, will be listed in Target Solutions / File Center / Division 1 Operations / Approved/Unapproved Uniforms.

   Approved items are listed as general items approved for the Division and items approved by District. Approved items are shown as photographs. Officers will be able to determine if an item has been approved by locating the article of clothing in the general items approved for either the Division or District. Non-approved items are also shown as photographs.

V. Accessories and Insignia Description and Placement

A. Shoulder Patches

Shoulder patches shall be worn on the left shoulder of Class A and B uniform shirts (polo shirts excluded) and dress suit coats (stitched in gold for chief officers, red or silver for all other members.)

B. Name Plates

Name plates, furnished by the Department, shall be worn over the right shirt pocket of Class A and B uniforms, centered above the flap as close as possible to the top of flap. Current winter/summer jackets have names sewn onto the right side; however, on older jackets, name plates may be worn over the left coat pocket, below the badge and centered above the flap as close as possible to the top of the flap. If desired, the name plate may contain the EMT emblem.

C. Collar Insignia

The placement of collar insignia is approximately ¾-inch from the front edge of the collar lapel and centered on the collar. Lieutenant and Captain bars are to be parallel to the front collar edge. Tops of bugles shall face the neck on chiefs' insignia. Department Officers will wear the following collar insignia on uniform shirt:

1. Chief of Department – Gold-plated five bugle insignia
2. Deputy and Division Chiefs – Gold-plated four bugle insignia
3. Shift Commanders – Gold-plated single star insignia
4. Assistant Chiefs – Gold-plated three bugle insignia
5. Superintendent of Fire Alarm and Assistant Superintendent of Fire Alarm – Gold-plated lightning bolt insignia
6. Master Mechanic and Assistant Master Mechanic – Gold-plated fire engine insignia
7. Captains – Silver double bars
8. Lieutenants – Silver single bar
9. Mechanics – Silver-plated fire engine insignia
10. Fire Systems Technical Specialists – Silver-plated lightning bolt insignia

D. Department Awards and Ribbons

Department awards and ribbons shall only be worn with the Class A uniform shirt and shall be worn above the name plate, no more than three per row. (See example 4 and 5)

E. Department-Issued Flag Ribbon

The American flag ribbon shall be worn centered above the name plate, above any department award ribbons, and should be silver or gold based upon rank. (See example)

F. Department-Approved Pins

Department-approved pins, if worn, shall be worn on the flap of the right shirt pocket. The following pins are approved: LODD "Never Forget" pin, CFO (Chief Fire Officer), and years- of-service pins. The LODD "Never Forget" pin should be centered on the flap if worn alone and should be placed on the side of the flap closest to the heart when worn with a years-of-service pin. (See examples)

G. Company/Assignment Insignias

Optional company/assignment insignia pins shall be worn on the flap of the right shirt pocket. The top of the insignia pin shall line up against the lower stitch line of the top seam of the flap. Insignia pins shall be gold for Assistant Chief and above, and silver in color for all other members. Company insignia pins shall be no larger than ¼", as designated by manufacturers, and shall be approved by the appropriate Division Chief, Deputy Chief, or designee.

H. Hats

1. Chief of Department, Deputy Chief, and Division Chiefs – White top, gold ½-inch cloth hat band held by two gold-plated buttons with FD insignia, with gold leaf on hat bill.

2. Shift Commanders, Assistant Chiefs, Superintendent of Fire Alarm, Assistant Superintendent of Fire Alarm, Master Mechanic, and Assistant Master Mechanic – White top, gold ½-inch metal hat band held by two gold-plated buttons with FD insignia.

3. Captains and Lieutenants – Top shall be navy blue in same shade as uniform pants.. Hat band shall be ½-inch nickel metal band held by two nickel-plated buttons.

4. All other ranks – Top shall be navy blue in same shade as uniform pants.. Hat band to be ½-inch black patent leather held by two nickel-plated buttons.

5. The authorized cap/hat for wear with the Class B regulation uniform and Class C items is a dark-blue, baseball-style cap with DFD insignia (stitched in gold for chief officers, red and white stitching for all other members).

6. Navy blue knit cap with DFD insignia (stitched in gold for chief officers and white for all other members) may be worn during inclement weather while on incidents.

I. Jackets

1. Winter/summer uniform jackets may be issued with a cloth badge, the DFD scramble, or Maltese Cross sewn over the left breast pocket of the jacket.

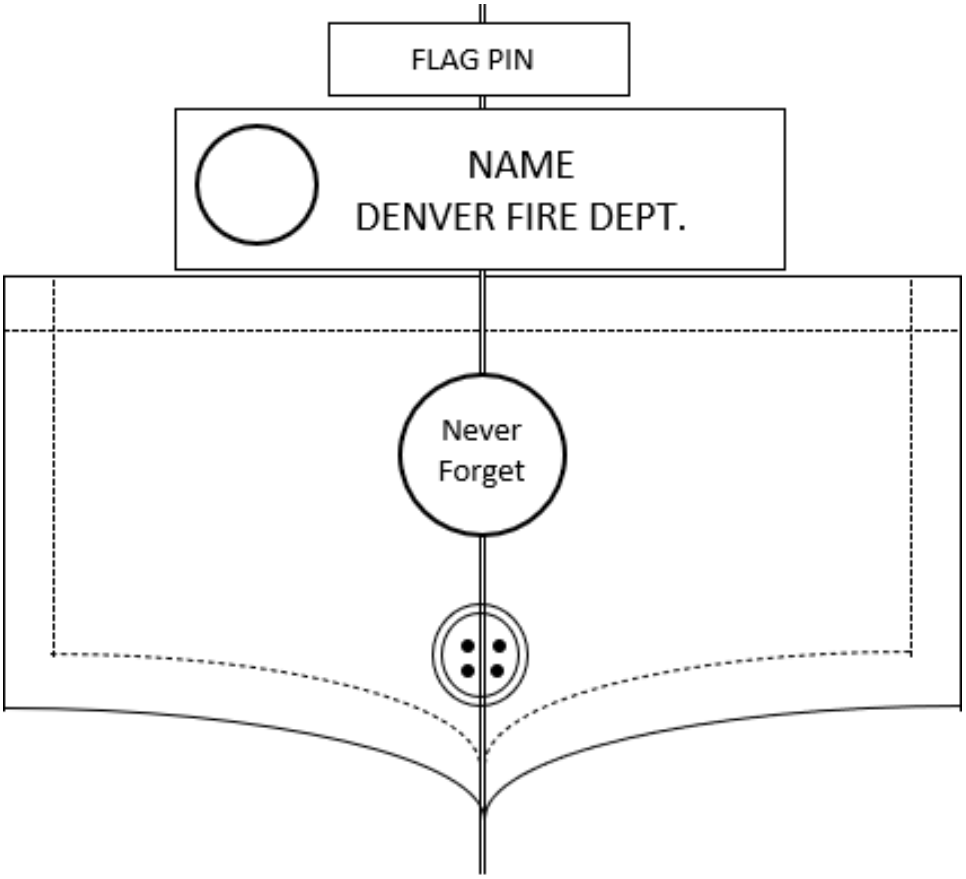
2. Chief Officers may, at their option, wear the gold metal badge on the jacket badge loop, or sew the cloth badge, DFD scramble, or Maltese Cross to the jacket as indicated above.

3. The navy-blue fleece jacket will be worn with the Maltese Cross on left breast with name and rank on right breast.

4. Members assigned to the Airport Division will be assigned a yellow jacket with liner authorized for wear while on-duty at the airfield.

J. Ties

All ranks – Required ties for the Class A Regulation Uniform shall be a low luster, black, four-in-hand style.



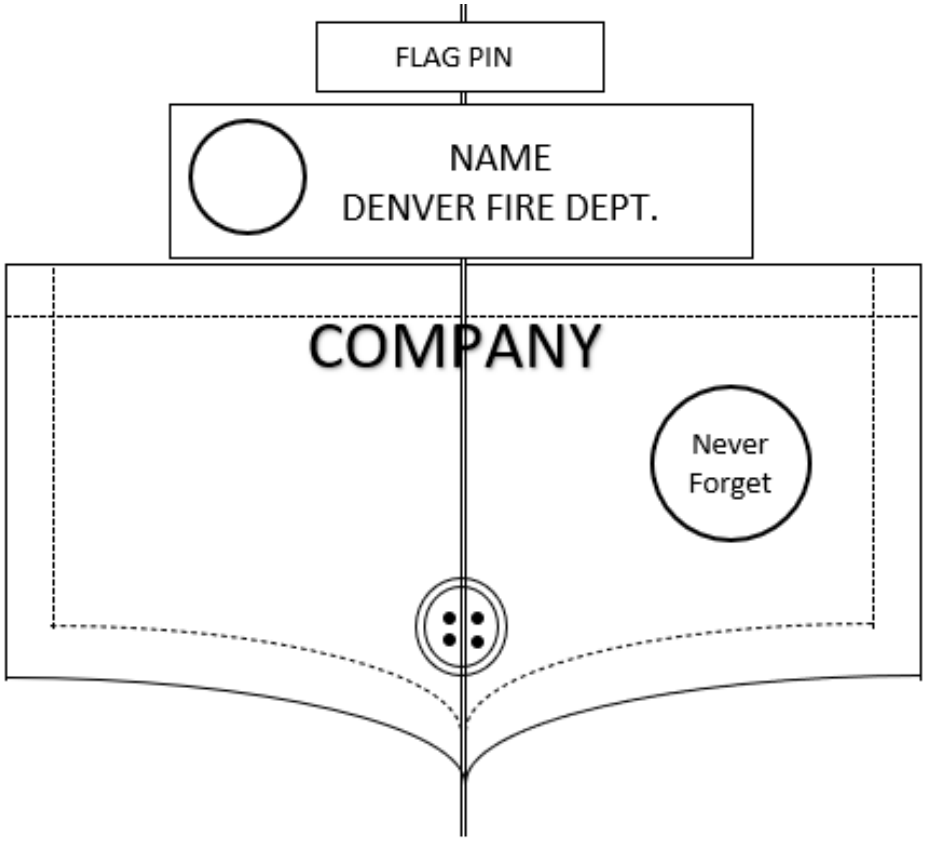
CLASS A or B - Right Pocket - All items centered on shirt seam.

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic No:	**1011.00**
Date:	**08-21-2024**
Approved:	***KV***
Review Date:	**08-21-2027**
Replaces:	**Same, dated 10-31-2023**

Topic: Uniforms and Personal Appearance



CLASS A or B - Right Pocket - Flag, Name Plate and Company Pin centered on shirt seam, Company Pin, Dive Flag, CFO Pin on pocket flap below stitching. Never Forget pin, centered on left side of pocket.

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic No:	**1011.00**
Date:	**08-21-2024**
Approved:	***KV***
Review Date:	**08-21-2027**
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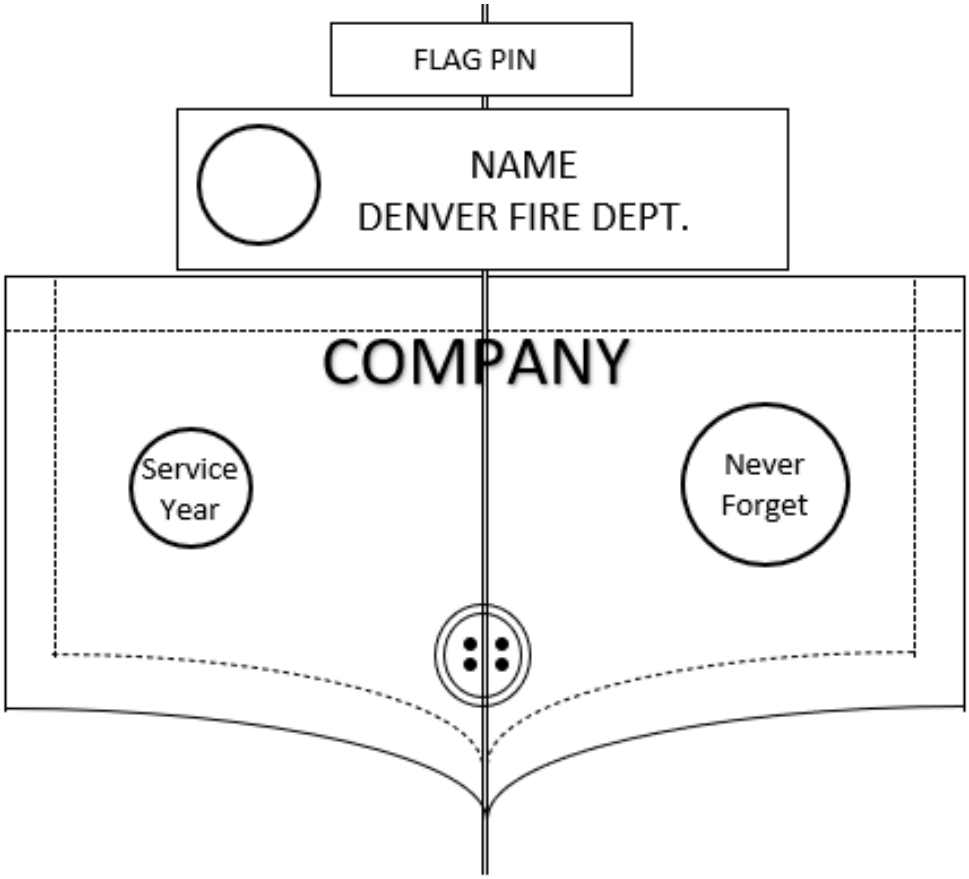
Topic: Uniforms and Personal Appearance



CLASS A or B - Right Pocket - Flag, Name Plate and Company Pin centered on shirt seam, Company Pin, Dive Flag, CFO Pin on pocket flap below stitching. Never Forget pin, centered on left side of pocket. Service Year Pin, Fit Test Pin, or Union Pin right side of pocket.

DENVER FIRE DEPARTMENT

DIRECTIVE

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Date:	**08-21-2024**
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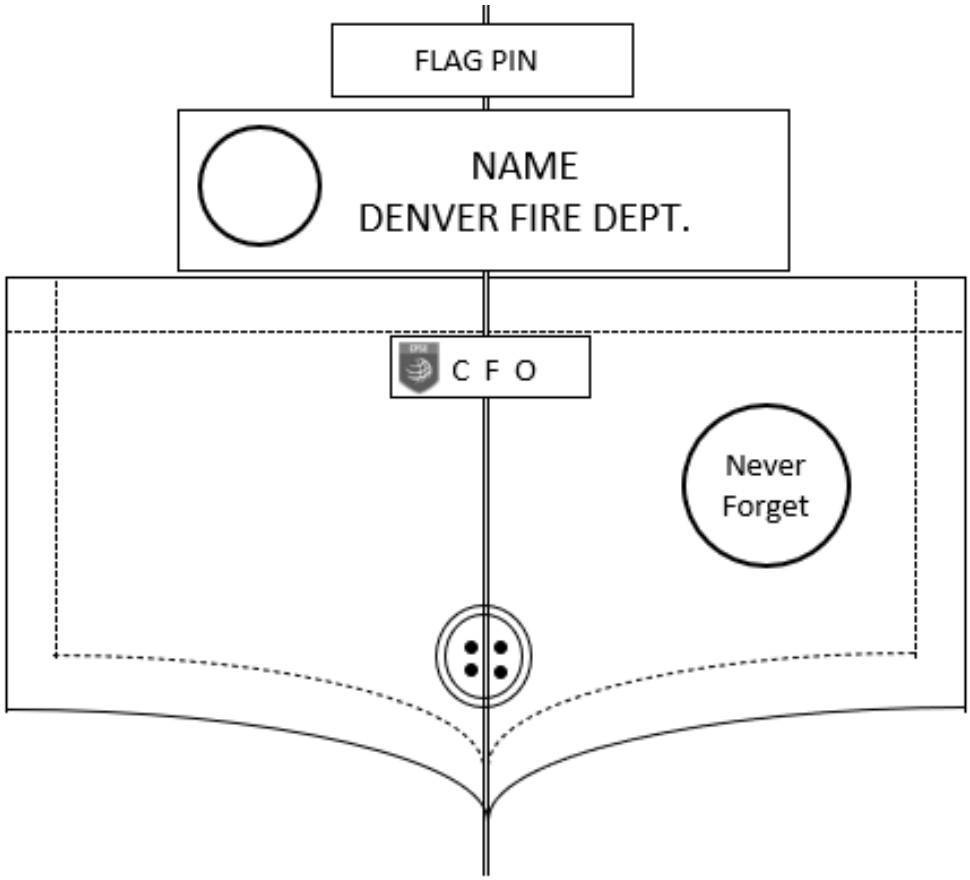
Topic: Uniforms and Personal Appearance



CLASS A or B - Right Pocket - Flag, Name Plate and Company Pin centered on shirt seam, Company Pin, Dive Flag, CFO Pin on pocket flap below stitching. Never Forget pin, centered on left side of pocket.

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic No:	**1011.00**
Date:	**08-21-2024**
Approved:	***KV***
Review Date:	**08-21-2027**
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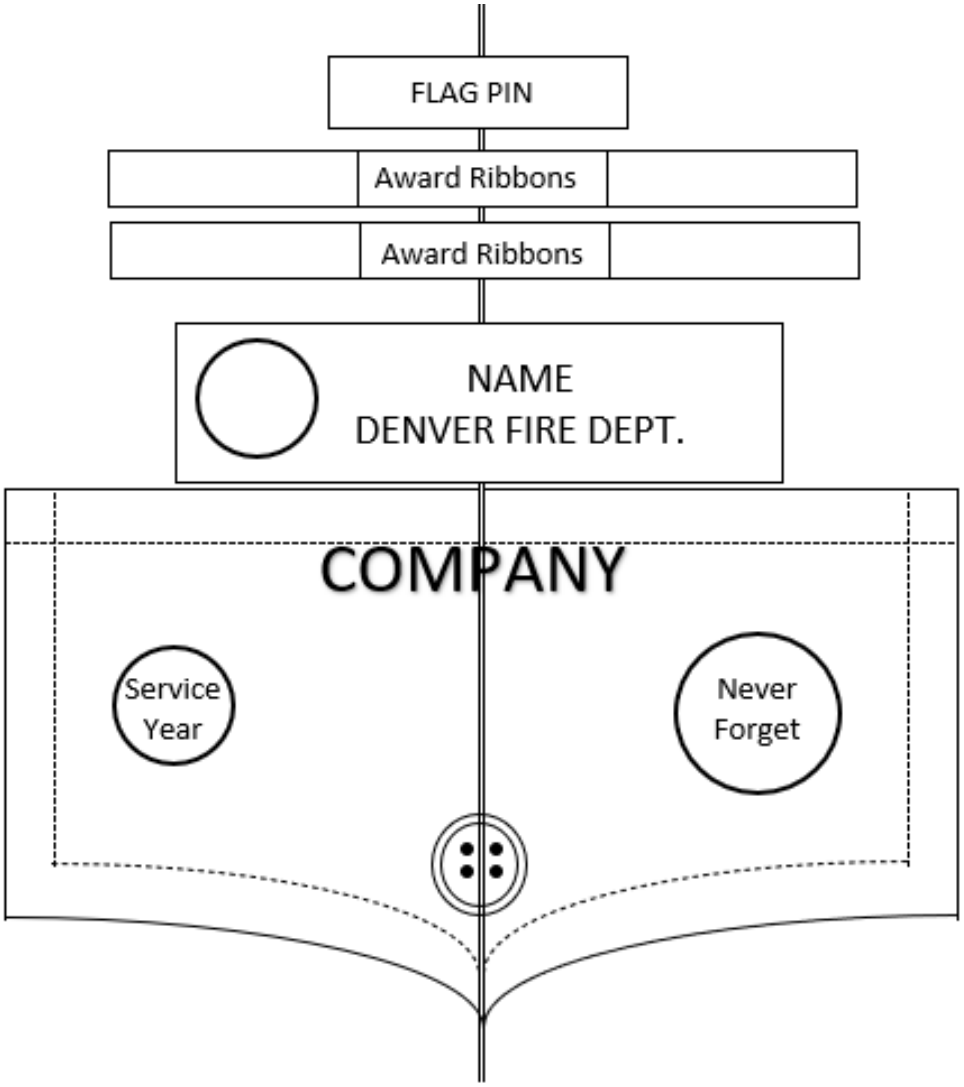
Topic: Uniforms and Personal Appearance



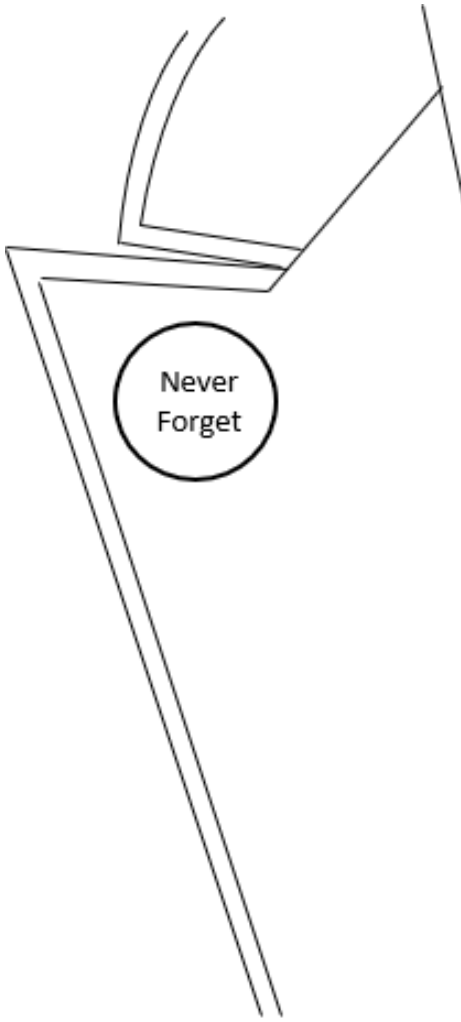
CLASS A - Right Pocket - Flag, Name Plate and Company Pin and Award Ribbions centered on shirt seam, Company Pin, Dive Flag, CFO Pin on pocket flap below stitching. Never Forget pin, centered on left side of pocket. Service Year Pin, Fit Test Pin, or Union Pin right side of pocket.

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic No:	**1011.00**
Date:	**08-21-2024**
Approved:	***KV***
Review Date:	**08-21-2027**
Replaces:	**Same, dated 10-31-2023**

Topic: Uniforms and Personal Appearance



CLASS A COAT: Right Breast Flap - Never Forget Pin 3/4" from top edge and 3/4" from side edge.

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic No:	**1019.00**
Date:	**05-03-2023**
Approved:	***KV***
Review Date:	**05-03-2026**
Replaces:	**Same, dated 10-01-2021**

Topic: Mission, Vision, Values Statement

Mission:

The Denver Fire Department is dedicated to:

Our Desire to Serve:
Committing to those we serve with integrity, accountability, and inclusivity.

Our Courage to Act:
Providing quality, timely and professional emergency services to protect life and property.

Our Ability to Perform:
Working together to maintain the highest standards of mitigation, preparedness, prevention, and community engagement.

Vision:

The Denver Fire Department is a nationally accredited organization built on a rich history of tradition, continuously leading through emergency response, community engagement and wellness.

Embracing a caring culture built on a foundation of respect, inclusion, and trust. Continuously leading the fire service through innovative practices with a focused attention to our family and yours.

Values:

How We Serve Our Community:

Integrity- *Ethical actions with honesty and respect*

Compassion- *Caring for each other and those we serve*

Excellence- *Striving to be the best in all we do*

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic No:	**1020.00**
Date:	**05-26-2021**
Approved:	***JAV***
Review Date:	**05-26-2023**
Replaces:	**Same, dated 01-03-2012**

Topic: Code of Conduct

Every member of the Denver Fire Department is expected to conduct themselves in a self-disciplined and professional manner and is responsible for that conduct and should project a positive, productive, and mature demeanor.

The following list of guidelines represents the conduct standards for members of the Denver Fire Department.

EVERY MEMBER SHALL:

1. Comply with the Guidelines of their respective Divisions and written Directives of both the Denver Fire Department and the City of Denver.

2. Use their training and capabilities to protect the public at all times.

3. Work to the level of expertise in their position so as to enable all Department programs and functions to operate effectively.

4. Always conduct themselves to reflect credit on the Department and the City of Denver.

5. Supervisors will manage in an effective, considerate, and fair manner. Subordinates will follow instructions in a positive, cooperative manner.

6. Always conduct themselves in a manner that creates good order inside the Department.

7. Keep themselves informed to enhance their awareness and efficiency concerning their positions.

8. Be concerned and protective of each member's welfare.

9. Operate safely.

10. Use good judgment.

11. Keep themselves physically fit.

12. Observe the work hours of their position.

13. Obey the law.

14. Be responsible and maintain any/all Department equipment and property at an efficient and usable level.

MEMBERS SHALL NOT:

15. Engage in activity that is detrimental to the Department.

16. Engage in a conflict of interest to the Department or use their position with the Department for personal gain or influence.

17. Use alcoholic beverages, debilitating drugs, or any substance which impairs their physical or mental capacities while on duty, or when susceptible to emergency recall.

18. Engage in intimidating, threatening, or hostile behaviors, physical assault, or other acts of this nature.

19. Engage in any sexual activity while on duty.

20. Abuse their Sick Leave.

21. Steal.

22. Depart from the truth.

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic No:	**1021.00**
Date:	**04-12-2024**
Approved:	***KV***
Review Date:	**04-12-2027**
Replaces:	**Same, dated 07-18-2019**

Topic: Sexual Harassment Policy

PURPOSE: It is the policy of the Denver Fire Department that sexual harassment is not acceptable and will not be tolerated. All employees are expected to avoid any participation in unwelcome behavior or conduct toward any other employee, which could be interpreted as sexual harassment under the following guidelines.

SCOPE: It is the shared obligation of all employees and employee organizations to act individually and jointly to prevent or defuse actual or implied destructive behavior at work. It is the goal of the Denver Fire Department to rid work sites of destructive behavior.

Sexual harassment is defined as follows:

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a physical nature, when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.

Examples of sexual harassment include, but are not limited to:

1. Sex-oriented verbal "kidding" / "jobbing."

2. "Teasing" or joking that takes on a sexual tone.

3. Subtle pressure for sexual activity.

4. Physical contact such as patting, pinching, or constant brushing against another's body.

5. Demands for sexual favors.

6. Printed material that is construed to be sexually offensive.

7. Television broadcasts or video (including but not limited to tapes, disks, digital media, downloads, and streaming) of a sexual nature. *

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic No:	**1021.00**
Date:	**04-12-2024**
Approved:	***KV***
Review Date:	**04-12-2027**
Replaces:	**Same, dated 07-18-2019**

Topic: Sexual Harassment Policy

A supervisor or any other person is engaging in sexual harassment if they use, offer, or threaten to use the power of their office or position to control, influence, or affect the career, salary, or job of another employee or prospective employee in exchange for unwelcome sexual favors.

Any employee is engaging in sexual harassment if they participate in deliberate or repeated unsolicited verbal comments, gestures, or physical contact of a sexual nature which are unwelcome or interfere with the work environment.

Conduct does not need to rise to the level of a violation of state or federal law to be considered a violation of this policy.

The following procedures shall be followed when sexual harassment occurs:

1. The affected individual should, if they are comfortable doing so, make it clear to all involved persons that such behavior is offensive to them.

2. The affected individual shall bring the matter to the appropriate supervisor's attention. **

3. The supervisor shall investigate the complaint of sexual harassment promptly or shall forward the complaint to the Internal Affairs Bureau or Department of Safety Employee Relations Specialists for investigation. The determination of whether or not a particular action constitutes sexual harassment shall be made from the facts on a case-by-case basis. In determining harassment, the supervisor or other appropriate official shall look at the totality of the circumstances, such as the nature of the sexual conduct and the context in which the alleged incidents occurred.

4. If sexual harassment is found to exist, appropriate management and supervisory personnel shall take prompt corrective action. Please refer to Department Directive 1057.00, DFD Discipline Handbook, to ensure that correct procedures are followed.

    - Sexual harassment, which has the effect of unreasonably interfering with an employee's work performance or which creates an intimidating, hostile or offensive environment shall constitute a violation of the Department's Conduct Standards and may result in discipline up to and including dismissal on the first offense.
    - Sexual harassment, which affects a term or condition of employment, or which is the basis of an employment decision affecting the employee or prospective employee, shall constitute a violation of the Department's Conduct Standards, and may result in discipline up to and including dismissal on the first offense.

5. If the actions of the immediate supervisors do not effectively stop the sexual harassment, the affected individual should contact the Employee Relations Specialist at Safety HR. The complaint will then be further investigated and dealt with by the Specialist.

If an employee reporting harassment, discrimination, or retaliation pursuant to this policy does not wish to be identified as a complainant, the Chief may be listed as the complainant in any subsequent investigations of that report. In cases where the Chief is alleged to be engaging in conduct in violation of this policy, the Executive Director of Safety may be named as the complainant in any subsequent investigations of that report.

Refer to Department policy when using cable television or video in the fire house.

The displaying of sexually explicit material in a public building and in the work environment is prohibited.

Company Officers and District Chiefs will be held responsible for ensuring compliance of this policy. Those who are found in violation of this policy will be dealt with in accordance with the sexual harassment policy of the Denver Fire Department.

***The broadcasting of sexually explicit material in any Fire Department facility is prohibited.**

*******Appropriate supervisor* **can include immediate supervisor or anyone in the chain of command, Administrative Division Chief, Division 4, HR Business Partner, or the Employee Relations Specialist for Department of Safety. It is the responsibility of the "appropriate supervisor" to report the allegation immediately to the administration at the Denver Fire Department Headquarters. Employees may also report their concerns to Safety HR, or the Executive Director of Safety's Office.**

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic No:	**1022.00**
Date:	**05-02-2023**
Approved:	***KV***
Review Date:	**05-02-2026**
Replaces:	**Same, dated 11-17-2020**

Topic: **Executive Order 94 – City and County of Denver Employees' Alcohol and Drug Policy**

EXECUTIVE ORDER NO. 94

TO: **All Departments and Agencies Under the Mayor**

FROM: **Michael B. Hancock, Mayor**

DATE: **June 1, 2020**

SUBJECT: City and County of Denver Employees' Alcohol and Drug Policy

PURPOSE: As an employer, the City and County of Denver (City) is required to adhere to various federal, state, local laws and regulations regarding alcohol and drug use. The City also has a vital interest in maintaining a safe, healthy and efficient environment for its employees and the public. Being under the influence of, subject to the effects of, or impaired by alcohol or drugs on the job may pose serious safety and health risks to the employee, his or her co-workers and the public. Additionally, the possession, use, or sale of an illegal drug in the workplace poses an unacceptable risk to the safe, healthy and efficient operation of the City.

The City provides employee assistance through outside providers and Department of Safety psychologists (for uniformed personnel), all of whom offer help to employees who seek assistance for alcohol and/or drug use and other personal or emotional issues.

POLICY: It is the policy of the City to maintain a safe and healthy work environment by prohibiting the use of alcohol and illegal drugs in the workplace. Employees who consume alcohol or illegal drugs on City property, or who work while under the influence of, subject to the effects of, or impaired by drugs or alcohol, pose a serious safety risk to themselves and those around them. The City has both the right and the obligation to maintain a safe and healthy working environment for its employees by adhering to applicable federal, state and local law, and by enforcing the rules set forth in this Executive Order.

It is also the policy of the City to take a strong stand against driving under the influence of alcohol or drugs. Traffic-related deaths and injuries have risen to unacceptable levels across the country and many of those deaths and injuries are attributable to drunk and drug-impaired driving. The City is constantly striving to make its roads safer by various means, which include promoting a culture of traffic safety. It is antithetical to those efforts for the City to tolerate drunk and drug-impaired driving by any of its employees at any time.

City employees who violate this Executive Order may be subject to disciplinary action, up to and including dismissal. Moreover, the failure of a managerial or supervisory employee to enforce this Executive Order may result in disciplinary action against the manager or supervisor, up to and including dismissal.

RESPONSIBLE AUTHORITY(S): City Attorney

This executive order, effective on the above date, establishes and confirms the policy of the City concerning the problem of drug and alcohol use in the workplace, as well as unlawful off-duty alcohol and drug driving offenses. On the date it becomes effective, this executive order supersedes all previous enacted alcohol and drug executive orders.

I. PROHIBITIONS FOR ALL CITY EMPLOYEES INCLUDING CLASSIFIED MEMBERS OF THE POLICE AND FIRE DEPARTMENTS.

A. Alcohol

Employees are prohibited from consuming, being under the influence of, or impaired by alcohol while performing City business, driving a City vehicle or on City property.

There are seven circumstances under which these prohibitions do not apply.

1. An employee is not on duty **and** attending an officially sanctioned private function, e.g., an invitation-only library reception.

2. An employee is attending an officially sanctioned public function on City property at which alcohol is served (e.g., a reception hosted by the Mayor to honor a departing appointee) and is not impaired by or under the influence of alcohol.

3. An employee is not on duty and at a City location as a customer, e.g., playing golf on a City course.

4. An employee is a member of the Police Department and as a part of the employee's official duties, consumes alcohol in accordance with Police Department procedures.

5. The Mayor and any accompanying employee, while hosting dignitaries on City property during or outside of regular business hours, consumes alcohol in honor of the dignitaries' tradition or culture of ceremoniously sharing alcohol with their host, and is not impaired by or under the influence of alcohol.

6. An employee is performing City business outside of the employee's regular business hours while attending a business-related event, and the employee is not driving a City vehicle to or from the event and is not impaired by or under the influence of alcohol during the event.

7. An employee is performing airport related business during or outside of regular business hours:

   a. while attending an event hosted or officially sanctioned by the Department of Aviation at which alcohol is served **and** is not impaired by or under the influence of alcohol; **or**

b. while on international or interstate airport related business travel; **and** the employee is not impaired by or under the influence of alcohol **and** the employee is an appointed or elected Charter officer or an appointee thereof, a department or agency head, or has the permission of his or her appointing authority.

The alcohol levels defined by the state legislature that may be amended from time to time for defining "under the influence of alcohol" and "impaired by alcohol" are adopted here for purposes of this executive order.

Employees holding Commercial Driver's licenses (CDL) are **also** subject to the alcohol levels defined by the Department of Transportation (DOT) regulations that may be amended from time to time for "under the influence" which are adopted here for purposes of this executive order.

Current alcohol level definitions are contained in the Addendum of this Order. If the alcohol level definitions contained in the Addendum to this Order conflict with the definitions provided by state law and the DOT regulations, the state law and DOT regulations will control.

B. Legal Drugs

1. Employees who operate vehicles or dangerous equipment or perform safety- sensitive functions as part of their essential duties and who are taking or intend to take prescription medication that is identified as a controlled substance in the schedules of controlled substances (Title 21 C.F.R. § 1308.12-15), or that may otherwise affect their performance, are prohibited from performing their safety- related duties unless and until they have completed the disclosure and clearance process set forth below. The types of drugs identified in the schedules of controlled substances include, but are not limited to, opiates, depressants, narcotic drugs, anabolic steroids, stimulants and hallucinogenic substances.

2. The disclosure and clearance process requires that all such employees do the following:

   a. Notify their supervisor, the Agency's Human Resource professional, or the Agency's Safety Officer in advance of performing their duties that they intend to take or are currently taking (on or off duty) prescription medication that is a controlled substance or may otherwise affect their job performance, and that medical clearance is needed. No additional medical information needs to be disclosed at this time, nor should it be requested.

b. Schedule and participate in an interview with the Medical Director of the Occupational Health and Safety Clinic (OHSC), or their delegee, the purpose of which is to enable the Medical Director or delegee to confirm the validity and limitations of the prescription medication and determine whether the use of the controlled substance as prescribed will adversely affect their ability to safely perform their job duties.

c. Obtain clearance from the Medical Director or delegee to perform their regular duties while taking the prescription medication, and report their clearance to their supervisor, Agency Human Resources professional or Agency Safety Officer.

3. It shall be the employee's responsibility to initiate and comply with this disclosure and clearance process and to cooperate with the supervisor, Agency Human Resource professional or Agency Safety Officer, and the Medical Director or delegee, to allow for a prompt determination to be made. Employees who fail to comply with the disclosure and clearance process may be subject to disciplinary action, up to and including dismissal.

4. If appropriate, the Medical Director or delegee may request a medical release from employees seeking prescription medication clearance for the purpose of contacting the prescribing physician.

5. Employees who operate vehicles or dangerous equipment or perform safety- sensitive functions as part of their essential duties and who regularly take prescription medications described in paragraph B(1), above, are required to comply with the disclosure and clearance process on an annual basis, and any such earlier time as a change is made to their prescription that may affect or further affect their ability to perform their safety-related duties.

6. Employees who are currently taking prescription medications described in paragraph B (1), above, may be required to use paid leave, or if no such leave is available, authorized unpaid leave, pending completion of the disclosure and clearance process.

7. The OHSC and/or the Agency's Human Resources personnel shall keep the medical records that disclose the identity of the legal drug confidential in accordance with state and federal laws.

8. Marijuana is **not** considered a legal drug for purposes of this Executive Order No. 94, even if a physician has recommended marijuana for medical reasons. Please refer to Section I (C)(3), below.

C. Illegal Drugs

1. Employees are prohibited from consuming, being under the influence of, subject to the effects of, or impaired by illegal drugs while performing City business, while driving a City vehicle or while on City property.

2. Employees are also prohibited from selling, purchasing, offering, transferring or possessing an illegal drug while performing City business, while driving a City vehicle or while on City property. There is one exception to this prohibition. An employee of the Classified Service of the Police and Fire Departments or the Denver Sheriff's Department may, as a part of his or her official duties, sell, purchase, transfer or possess illegal drugs in accordance with the employee's department procedures.

3. Although Colorado state law has de-criminalized the use, possession, sale and cultivation of recreational and medical marijuana by certain individuals subject to various limitations and restrictions, those laws do not require employers to accommodate or permit such use, possession, sale, etc., of marijuana in the workplace. In addition, marijuana currently remains an illegal drug under federal law. As such, for the purposes of this Executive Order, marijuana is still considered an "illegal drug," even when used for medical purposes.

4. Prescription drugs obtained or used illegally constitute an "illegal drug" for the purposes of this Executive Order.

5. The illegal drug cut-off levels established by the DOT regulations, that may be amended from time to time, are adopted here for purposes of this executive order. Current illegal drug levels are contained in the Addendum to this Order. If there is a conflict between the illegal drug levels established by the DOT regulations, and those contained in the Addendum to this Order, the DOT regulations will control.

II. DRUG AND ALCOHOL TESTING

A. Pre-Employment/Pre-Placement Testing

1. The City may implement, with the City Attorney's approval, pre-employment screening practices designed to prevent hiring or promoting individuals into job positions whose:

   a. use of illegal drugs may affect the public health or safety; and

b. use of alcohol or legal drugs indicates a potential for impaired or unsafe job performance where the public health or safety may be affected.

The Civil Service Commission, Office of Human Resources, OHSC or interviewing agency shall inform a job applicant of these pre-employment screening practices prior to such screening.

2. At a minimum, testing for illegal drugs and controlled substances shall be conducted before any person hired for a position defined as safety-sensitive or requiring a CDL shall be allowed to perform the duties of such position. In addition, candidates or employees for such positions may be tested for alcohol.

3. Refusal by an applicant to submit to a pre-employment test shall result in denial of employment.

4. Pre-employment/Pre-placement test results:

a. Alcohol

Where alcohol use is detected, employment may be denied.

b. Legal Drugs

i. Where use of a prescription drug is detected, applicants may be required to provide documentation confirming the drug has been prescribed by a physician for the applicant, and the amount detected is within the prescribed dosage. If the applicant is unable to provide such proof, employment may be denied.

ii. Where the applicant's future or continued use of the drug poses a potential safety risk or would impair job performance, employment may be denied in accordance with the applicable state and federal laws.

c. Illegal Drugs

i. Employment shall be denied when the presence of an illegal drug is detected.

ii. Employment shall be denied when the presence of a known masking agent is detected.

iii. A second direct observation urinalysis test may be required prior to offering

employment to an applicant whose drug test evidences the urine sample has been diluted or is outside normal temperature ranges.

B. Reasonable Suspicion Testing

1. When a supervisor has reasonable suspicion that an employee is under the influence of, impaired by, or subject to the effects of alcohol, legal drugs or illegal drugs in violation of this Executive Order, after taking appropriate safety measures (e.g., removing the employee from any situation which may pose a safety risk to the employee, co-workers or the public), the supervisor shall immediately consult with the Agency's Human Resources representative, Safety Officer or the Employment and Labor Law Section of the City Attorney's Office to determine further actions. However, if immediate consultation is not possible, it is the responsibility of the supervisor to promptly initiate alcohol and/or drug testing. The supervisor shall initiate testing as follows:

   a. Document in writing the specific reasons for the decision to initiate testing based on specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors that support a reasonable suspicion of alcohol and/or drug use.

   b. When possible, have a second supervisor confirm the specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors, and document those observations in writing.

   c. Advise the employee that the supervisor is ordering the employee to go to the testing site for testing.

   d. Escort the employee to the testing site as soon as possible. If the supervisor is unable to escort the employee personally, the supervisor should have another individual escort the employee for testing. The individual selected to escort the employee shall be of a higher grade/rank than the employee being tested. Under no circumstances should the employee be allowed to drive themselves to the testing site.

   e. Require the employee to bring a picture identification card and proof of the employee's Social Security or employee number to the testing site.

   f. If the employee refuses to go to the testing site, or refuses to participate in the testing process, the supervisor or the escort should tell the employee that the testing request is a direct order and that refusal to comply with the direct order constitutes grounds for mandatory dismissal. If the employee continues to refuse to go to the

testing site or to participate in the testing process, the supervisor should immediately place the employee on investigatory leave and make all reasonable efforts to ensure that the employee is transported home safely.

g. After the initial test results are known, the supervisor should notify the appointing authority or designee of the results and obtain further guidance as needed.

h. If the initial test results indicate that the employee is under the influence of, impaired by, or subject to the effects of alcohol, unauthorized legal drugs or illegal drugs, the supervisor should notify the employee that s/he is being placed on paid investigatory leave and take appropriate steps to ensure that the employee is transported home safely.

i. If the initial test results are invalid or unavailable, or if the testing cannot be conducted for any reason, and the supervisor is reasonably concerned about the employee's ability to perform his or her duties in a satisfactory and safe manner, the supervisor should place the employee on investigatory leave pending results of testing or some other administrative determination, and take appropriate steps to ensure that the employee is transported home safely.

j. If an employee suspected of being impaired by, under the influence of, or subject to the effects of alcohol, unauthorized legal drugs or illegal drugs attempts to drive away from the testing site or worksite, the supervisor or escort should make all reasonable efforts, short of physical force, to prevent the employee from doing so. If the employee does drive away, the supervisor or escort should call 9-1-1 immediately to report the employee as an impaired (or potentially impaired) driver and provide pertinent information to assist police in identifying and locating the vehicle (e.g., make, model and color of the vehicle; license plate number; direction of travel; description of employee) and the reasons for suspecting that the employee is impaired (e.g., the initial test results or basis for reasonable suspicion alcohol and/or drug testing). The supervisor should not attempt to follow the employee's vehicle.

2. During regular OHSC hours, the testing shall be conducted at one of the OHSC testing sites. After regular hours, the supervisor shall page the OHSC alcohol and drug testing personnel to arrange for immediate testing.

3. Testing for alcohol should be administered within two (2) hours of making a reasonable suspicion determination. If this two (2) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Testing outside of this time frame may only be conducted in consultation with the Employment and Labor Law Section

of the City Attorney's Office.

4. Testing for unauthorized legal drugs or illegal drugs should be administered within eight (8) hours of making a reasonable suspicion determination. If this eight (8) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Testing outside of this time frame may only be conducted in consultation with the Employment and Labor Law Section of the City Attorney's Office.

5. Supervisors and escorts shall keep the employee's name and identifying information restricted to persons who "need to know."

6. If a supervisor has reasonable suspicion that an employee is in possession of, selling or transferring illegal drugs in violation of this executive order, the supervisor shall contact the police prior to initiating any drug testing.

7. Supervisors who fail to perform their responsibilities under this Section II (B) may be subject to discipline, up to and including dismissal.

C. Post-Accident Testing

1. As soon as practicable following a driving or other workplace accident, the supervisor shall ensure that the involved employee is tested for alcohol and drugs when the accident:

   a. may have been the fault of the employee **and** involves a fatality;

   b. may have been the fault of the employee **and** any individual was injured seriously enough to require immediate medical treatment away from the scene of the accident;

   c. may have been the fault of the employee **and** the accident resulted in disabling damage to any vehicle or any equipment; or

   d. there is reasonable suspicion to test the employee.

2. "Disabling damage" for a vehicle accident is defined as damage that prevents the departure of the vehicle from the scene of an accident in its usual manner, or damage that renders the vehicle illegal to operate. Vehicle damage that can be remedied temporarily at the scene without special tools or parts, i.e., replacing a tire with the spare, taping over an otherwise operable headlight or taillight, or tying down the hood of a car, are not considered disabling. Nonetheless, towing of a vehicle is not required before a supervisor can deem a vehicle "disabled" for purposes of testing.

3. "Disabling damage" for a workplace accident is defined as precluding the use of the equipment from its usual operation. Equipment that can be remedied temporarily at the scene without special tools or parts is not considered disabling.

4. The issuance of a traffic citation is not required before a supervisor can determine an employee "may have been at fault" in a vehicle accident. If a supervisor determines the employee's actions may have contributed to the accident, or the employee **may** have been at fault, the "fault" requirement will have been met for purposes of testing.

5. During regular OHSC hours, the testing shall be conducted at one of the OHSC testing sites. After regular hours, the supervisor shall page the OHSC alcohol and drug testing personnel to arrange for immediate testing.

6. Post-accident alcohol and drug testing shall be initiated in accordance with the procedures set forth in Section II (B)(1)(c)-(i) of this Order. Post-accident alcohol and drug testing based solely on reasonable suspicion shall also comply with Section II (B)(1)(a)-(b).

7. Post-accident testing for alcohol should be administered within two (2) hours following the accident. If this two (2) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Post-accident testing for unauthorized legal drugs and illegal drugs should be administered within eight (8) hours following the accident. Testing outside of these time frames may only be conducted in consultation with the Employment and Labor Law Section of the City Attorney's Office.

8. Supervisors who fail to perform their responsibilities under this Section II (C), may be subject to discipline, up to and including dismissal.

D. Return to Duty Testing

Employees who have violated the prohibited conduct listed in Sections I (A) or I (C) of this Order shall not return to work unless they have been tested for alcohol and drugs at the OHSC and both tests have been verified as negative.

E. Unannounced Testing

If an employee has been placed on a Stipulation and Agreement in accordance with this executive order, as a part of that Stipulation and Agreement, the employee may be tested for alcohol and/or drugs by the agency without prior notice of the testing date or time for at least 36

months from the last date in time that the stipulation and agreement is signed by the parties.

F. Random Testing

The City may implement, with the City Attorney's approval, random alcohol and drug testing for employees deemed to perform safety-sensitive functions for the City or any of its agencies.

G. Commercial Driver's License (CDL) Testing

For those positions requiring a CDL, the City is required to implement alcohol and drug testing in accordance with applicable DOT regulations, as may be amended from time to time. Such testing is **in addition to** the testing described in Sections II (B) and (D) of this Order.

1. **Pre-Employment Testing**

Prior to the first time a driver performs safety-sensitive functions for the City or any of its agencies, the driver shall be tested for illegal drug usage in compliance with the DOT and state regulations, as may be amended from time to time.

2. **Reasonable Suspicion Testing**

The procedures described in Section II (B) of this Order shall be followed.

3. **Post-Accident Testing**

a. As soon as practicable following an accident, the supervisor shall ensure that the vehicle driver is tested for alcohol when:

i. the accident involved the loss of human life;

ii. the vehicle driver was cited for a moving violation arising from the accident within 8 hours of its occurrence **and** an individual was injured seriously enough to receive immediate medical treatment away from the scene of the accident;

iii. the vehicle driver was cited for a moving violation arising from the accident within 8 hours of its occurrence **and** one or more of the vehicles involved in the accident sustained "disabling damage" as defined in Section II (C)(2) and (3) in this Order; **or**

iv. there is reasonable suspicion to test the employee.

b. As soon as practicable following an accident, the supervisor shall ensure that

the vehicle driver is tested for drugs when:

i. the accident involved the loss of human life;

ii. the vehicle driver was cited for a moving violation arising from the accident within 32 hours of its occurrence **and** an individual was injured seriously enough to receive immediate medical treatment away from the scene of the accident;

iii. the vehicle driver was cited for a moving violation arising from the accident within 32 hours of its occurrence **and** one or more of the vehicles involved in the accident sustained "disabling damage" as defined in Section II (C)(2) and (3) in this Order; **or**

iv. there is reasonable suspicion to test the employee.

c. Post-accident testing for alcohol should be administered within two (2) hours following the accident. If a required alcohol test is not administered within two (2) hours following the accident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered.

d. If the supervisor does not initiate alcohol testing within eight (8) hours of the accident or drug testing within thirty-two (32) hours of the accident, the supervisor shall cease attempts to administer the tests and shall prepare and maintain on file a record stating the reasons the test was not administered within these established time frames. Supervisors who do not perform their responsibilities under this Section II (G) (3) may be subject to discipline, up to and including dismissal.

e. If the supervisor does not initiate alcohol testing within eight (8) hours of the accident or drug testing within thirty-two (32) hours of the accident, the supervisor shall cease attempts to administer the tests and shall prepare and maintain on file a record stating the reasons the test was not administered within these established time frames. Supervisors who do not perform their responsibilities under this Section II (G) (3) may be subject to discipline, up to and including dismissal.

4. **Random Testing**

a. Alcohol

Pursuant to the DOT regulations, random alcohol testing shall be conducted

annually on 25% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Alcohol testing shall be conducted on a random, unannounced basis just before, during or just after the employee performed safety-sensitive functions.

b. Illegal Drugs

Pursuant to the DOT regulations, random drug testing shall be conducted annually on 50% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Drug testing shall be conducted on a random, unannounced basis. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

5. **Return to Duty Testing**

a. Alcohol

If an employee has violated the prohibited conduct listed in Section I (A) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has completed a successful return to duty alcohol test.

b. Illegal Drugs

If an employee has violated the prohibited conduct listed in Section I (C) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has been cleared by a Substance Abuse Professional and has completed a successful return to duty drug test.

6. **Follow-Up Testing**

a. Alcohol

i. The number and frequency of the follow-up alcohol tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to work.

ii. Follow-up testing shall be unannounced and shall be conducted just before, during or just after the employee performed safety- sensitive functions.

b. Illegal Drugs

i. The number and frequency of the follow-up drug tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first (12) twelve months following the employee's return to work.

ii. Follow-up testing shall be unannounced. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

H. Members of the Classified Service of the Police and Fire Departments and Deputy Sheriffs Testing

For those employees who are members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs, the City may implement drug testing pursuant to their respective department procedures, as may be amended from time to time, in addition to the testing described in Sections II (A) through (G) of this Order.

III. EXECUTIVE ORDER 94 TRAINING

A. All City Employees

All new City employees (including fellows, interns, and on-call employees) should be trained on this executive order during their first year of employment. Training, at a minimum, should include study of the prohibitions contained in this executive order and instruction on the recognition of drug and alcohol impairment and use. Additionally, a copy of this executive order should be given to each employee with each employee acknowledging, in writing, receipt of the executive order and the training.

B. All Employees with Supervisory Duties

1. All employees with supervisory duties should be trained on this executive order during the first six (6) months following their hire or promotion. This training, at a minimum, should include instruction on the recognition of drug and alcohol impairment and use, the proper documentation of the supervisor's reasonable suspicion, and the supervisor's responsibility for escorting employees to the testing sites and through the testing process.

2. Supervisors shall ensure that all drug and alcohol tests are accomplished immediately after the justification for testing is established. Timeliness for testing is outlined in this executive order and its addendum. Further, once a supervisor has reasonable suspicion that an employee appears to be under the influence of alcohol or drugs, or is informed that the employee has initially tested positive for drugs and/or alcohol, the agency cannot condone the employee's driving of a motor vehicle. If the employee drives off in his/her own or a City vehicle, the Police Department must be notified immediately by a supervisor on duty, or a designee. Supervisors may designate another employee to escort an employee to testing or evaluation sites. The supervisor shall educate the individual on the duties of the escort as provided herein prior to allowing that individual to escort the employee.

3. Supervisors are subject to discipline for failing to fulfill the responsibilities set forth for supervisors in this Order, up to and including dismissal. Such failure by the supervisor does not, in any way, excuse the employee's violation of this executive order or mitigate the agency's disciplinary action against the employee.

   CAUTION: No physical force may be used against an employee to enforce any direct order or requirement under this executive order. The employee must be advised that noncompliance with a supervisor's order will be viewed as refusal to obey the order of a supervisor and constitute grounds for mandatory dismissal.

   CAUTION: Supervisors are to restrict communications concerning possible violations of this executive order to those persons who are participating in the evaluation, investigation or disciplinary action and who have a "need to know" about the details of the drug/alcohol evaluation, investigation and disciplinary action. This expectation of confidentiality includes not mentioning the names of employees who are suspected of, or disciplined for, violating this executive order.

IV. DISCIPLINARY ACTIONS

A. If it is determined after the appropriate pre-disciplinary meeting that any of the following situations apply, the employee shall be dismissed even for a first-time violation of this executive order:

1. Members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs that violate their respective departments' prohibitions regarding illegal drugs and alcohol, except as follows:

   a. Employees of the Classified Service, and Deputy Sheriffs who disclose prior on-duty alcohol use, or off-duty illegal drug use, as a means for seeking

treatment may, at the discretion of the Executive Director of Safety or his/her designee, be suspended in lieu of termination and placed on a Stipulation and Agreement.

2. Safety-sensitive members of the Department of Aviation that violate their department's prohibitions regarding alcohol or drug use;

3. The employee has endangered the lives of others, or foreseeably could have endangered the lives of others;

4. The employee refuses to submit to any testing under this executive order including, but not limited to, pre-placement, reasonable suspicion, random, post-accident, return to duty, follow-up or unannounced testing;

5. The employee uses, or attempts to use, a masking agent to alter the sample and/or drug and/or alcohol test results, or uses or attempts to use any other deceptive means to alter the sample and/or drug and/or alcohol test results, including but not limited to, use or attempted use of another person's urine;

6. The employee is required to have a CDL license and either drove/operated a City vehicle or equipment or was only prevented from driving/operating a City vehicle or equipment by the agency's instruction to submit to testing under this executive order;

7. The employee's disciplinary history compels dismissal as a matter of progressive discipline;

8. The employee has refused to enter into a Stipulation and Agreement;

9. The employee has violated the Stipulation and Agreement;

10. The employee violates this executive order for the second time in the employee's career with the City and County of Denver and/or its agencies.

11. The employee possesses and/or uses illegal drugs while on duty.

B. A first-time violation of the alcohol and drug prohibitions contained in Sections I (A) and I (C) of this executive order, which does not result in a dismissal pursuant to Section IV (A), shall result in a lesser disciplinary action in conjunction with a Stipulation and Agreement for treatment.

1. The presumptive disciplinary action shall be a suspension of 30 days in conjunction with a Stipulation and Agreement. No lesser or greater disciplinary action shall be imposed

without the approval of the City Attorney's Office.

C. The level of discipline to be imposed on an employee for driving under the influence of or impaired by alcohol or drugs (DUI/DWAI) offenses not otherwise prohibited by this Executive Order shall be within the discretion of the appointing authority or designee, except that the minimum discipline imposed shall be above the level of a written reprimand. Factors to be considered in determining the level of discipline should include whether the employee has prior DUI/DWAI offenses; the circumstances surrounding the offense; any harm caused by the employee's actions; whether the employee's actions violated other rules, regulations, policies or laws; the nature of the employee's position; and the employee's work and disciplinary history. The appointing authority or designee may offer the employee lesser disciplinary action (above the level of written reprimand) in conjunction with a Stipulation and Agreement.

D. The level of discipline to be imposed for any other violation of this executive order shall be within the discretion of the appointing authority or designee.

E. Stipulation and Agreements

1. Employee assistance counselors provided by the City and County of Denver, or such other substance abuse professional(s) as may be designated, shall conduct an evaluation of the employee and create a treatment plan.

2. Each such agreement shall be in writing and approved by the City Attorney's Office. The City shall offer no employee more than one such agreement during his or her employment with the City.

3. Employees who participate in an inpatient treatment plan may be eligible for FMLA leave.

4. Employees who participate in an inpatient treatment plan shall be allowed to use one (1) day per month of accrued paid leave, if any, to assure continued health coverage.

V. MISCELLANEOUS PROVISIONS

A. Driver's License

It is the responsibility of employees required to drive as part of their assigned duties or job specifications to report to their appointing authority any loss of a driver's license or the restriction of driving privileges, no later than the beginning of the employee's next scheduled shift. Every employee who is required to drive, as part of their assigned duties or job specifications, shall certify that they have a current valid driver's license in accordance with Executive Order 25 as may be amended from time to time.

B. Searches

1. Before any search is conducted, supervisors should contact the City Attorney's Office, Employment and Labor Law Section, for guidance.

2. Management has the right to search City-owned property utilized by employees, e.g., a desk, storage cabinet or City vehicle, when necessary for a non-investigatory work-related purpose such as retrieving a needed file. Additionally, management may search City-owned property utilized by employees, e.g., a desk, file cabinet, locker, or City vehicle, for investigatory purposes based on reasonable suspicion that evidence of misconduct will be found. Management may not search an employee's personal property, e.g., their personal vehicle parked on City property, lunch boxes, briefcases, purses, and backpacks, unless the employee voluntarily consents to such a search.

C. Contracts

1. The prohibitions and responsibilities contained in this Executive Order are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation of the executive order can result in the City's barring contract personnel from City facilities or from participating in City operations.

2. All City contracts shall contain language informing contractors doing work for the City about this Executive Order.

D. Employee Assistance and Department of Safety Psychologists

The City maintains an Employee Assistance Program (EAP) and provides Department of Safety psychologists who offer help to employees who are coping with alcohol, or drug use, or other personal or emotional issues. It is the responsibility of each employee to seek help from the EAP, Department of Safety psychologist or other appropriate health care professionals before alcohol and drug use leads to disciplinary actions.

E. Memorandum to this Order

The City Attorney shall have the authority to amend definitions and drug testing cut-off levels contained in this executive order's Memorandum, from time to time, not to be inconsistent with Colorado statutes and/or the DOT regulations, without obtaining signatures of the Mayor or City Council. For purposes of this executive order, all references to Agency head, Department head or appointing authority will also include the designee of the Agency head, Department head or appointing authority.

Executive Order No. 94 is:
Approved for Legality:

_____ _____
Kristin M. Bronson Michael B. Hancock
City Attorney MAYOR

_____
Kim Day
Executive Director of Aviation

_____
Robert M. McDonald
Executive Director of Public Health and Environment

_____
Brandon Gainey
Executive Director of General Services

_____
Allegra "Happy" Haynes
Executive Director of Parks & Recreation

_____
Eulois Cleckley
Executive Director of Department of Transportation and Infrastructure

_____
Brendan J. Hanlon
Chief Financial Officer

_____
Murphy Robinson
Executive Director of Safety

_____
Don Mares
Executive Director of Human Services

_____
Laura E. Aldrete
Executive Director of Community Planning and Development

MEMORANDUM NO. 94A

TO: **All Agencies Under the Mayor**

FROM: **Mayor Michael B. Hancock**

DATE: **June 1, 2020**

SUBJECT: **STAUTORY PROVISIONS**

This memorandum to Executive Order 94 was originally referred to as an addendum, effective April 10, 1989, amended April 13, 1999, January 10, 2000, March 1, 2000, March 15, 2001 and is hereby continued in effect as amended and retitled as a memorandum this June 1, 2020. This Memorandum No. 94A shall be attached to and become a part of Executive Order 94, dated, June 1, 2020, subject "City and County of Denver Employees' Alcohol and Drug Policy."

I. ALCOHOL PROVISIONS

A. Under the Colorado statutes, as may be amended from time to time, "impaired by alcohol" is defined as having 0.05 grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood), but less than 0.08 grams of alcohol. Under the "influence of alcohol" is defined as having 0.08 or more grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood).

B. Under the DOT regulations, as may be amended from time to time, "under the influence of alcohol" is defined as having 0.04 percent alcohol concentration, or more; as prescribed by state law; or in the event of refusal to undergo such testing as is required by the state or jurisdiction.

DOT regulations, as may be amended from time to time, state that post-accident alcohol testing should be administered within two (2) hours following the accident, but must be administered within eight (8) hours following the accident. ***These DOT time frames shall also apply to testing under the Executive Order unless otherwise specified within this Order.***

II. ILLEGAL DRUG PROVISIONS

A. Illegal drugs, include controlled substances, as defined in Colorado Revised Statutes, and under federal law.

B. "Subject to the effects of an illegal drug" is to be determined consistent with the confirmation test levels established by the DOT regulations, 49 CFR Part 40 § 40.87, as may be amended from time to time:

Marijuana metabolites	15 ng/ml
Cocaine metabolite	100 ng/ml
Opiates:	
Morphine	2,000 ng/ml
Codeine	2,000 ng/ml
6-Acetylmorphine	10 ng/ml
Hydrocodone/Hydromorphone	100 ng/ml
Oxycodone/Oxymorphone	100 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	250 ng/ml
Methamphetamine	250 ng/ml
MDMA/MDA	250mg/nl

DOT regulations, as may be amended from time to time, state that post-accident drug testing should be administered within eight (8) hours following the accident, but must be administered no later than thirty-two (32) hours after the accident. ***These DOT time frames shall also apply to testing under this Executive Order unless otherwise specified within this Order.***

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic No:	**1023.00**
Date:	**05-14-2023**
Approved:	***KV***
Review Date:	**05-14-2026**
Replaces:	**Same, dated 01-06-2017**

Topic: **Use of Department Psychologist by Fire Department Personnel for Problems of Drug and/or Alcohol Abuse**

PURPOSE: To help guide members when seeking assistance from the Department Psychologist when experiencing drug/alcohol abuse.

SCOPE: Applies to all DFD members- Uniformed and Professional Staff

When a Fire Department member voluntarily seeks aid for a drug or alcohol problem from the Fire Department Psychologist, that transaction shall be deemed confidential. If the department member voluntarily enters appropriate treatment for drug/alcohol problems as recommended by the Department Psychologist or other appropriate professional health service provide, there shall be no action taken detrimental to the member's job by department management on that occasion.

This policy is intended to apply only to those situations where a member's conduct, due to drug or alcohol abuse, has not already become a problem for the Department. When the member's conduct has already become a problem, the Chief of Department must have his/her usual discretionary powers. Subsequent problems with drug/alcohol abuse by the same member shall be dealt with in the usual manner, namely, on a case-by-case basis at the discretion of the Chief of Department.

Policy Overview

As an employer, the City is required to adhere to various federal, state, and local laws and regulations regarding alcohol or drug abuse. These laws are contained in the attached appendix.

The City also has a vital interest in maintaining safe, healthy, and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user buy to all those who work with the user. The possession, use or sale of an illegal drug or use of alcohol in the workplace may also pose unacceptable risks for safe, healthful, and efficient operations.

The City also maintains an Office of Employee Assistance and provides Department of Safety psychologists that offer help to employees who seek assistance for alcohol or drug abuse and other personal or emotional problems.

Within the legal framework and with these basic objectives in mind, the City has established the following policy with regard to use, possession or sale of alcohol or drugs.

I. ON-THE-JOB USE, POSSESSION OR SALE OF DRUGS OR ALCOHOL

A. Alcohol

Being under the influence or impaired by alcohol by any employee while performing City business or while in a City facility is prohibited. Consumption of alcohol in a City facility, in a City vehicle or on City premises is prohibited unless consumed at an officially sanctioned private function, e.g., an invitation only library reception.

B. Legal Drugs

It is the responsibility of the employee who works in a position operating a vehicle or dangerous equipment or affecting the public health or safety to advise management that he or she is taking a prescription drug which may affect performance. The use or being under the influence of any legally obtained drug by any employee while performing City business or while in a City facility may be prohibited if such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the City facility. An employee may continue to work, even though under the influence of a legal drug, if the appointing authority or a designee has determined, after consulting with the Occupational Health and Safety Center that the employee does not pose a threat to his or her own safety or the safety of co-workers and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to use sick leave or take a leave of absence or comply with other appropriate non-disciplinary action determined by the appointing authority or a designee.

C. Illegal Drugs

The use, sale, purchase, transfer or possession of an illegal drug by any employee while in a City facility or while performing City business is prohibited. For the

classified service employees and the deputy sheriffs of the Department of Safety, the presence in any detectable amount of any illegal drug in an employee at any time is prohibited.

Policy Implementation

II. PROCEDURES FOR MANAGEMENT AND SUPERVISORS

When a supervisor has reasonable suspicion that an employee is in violation of this policy the supervisor should immediately consult with an appropriate member of the in-house personnel staff or with the City Attorney's Office to determine further actions. However, if it is recognized that the employee appears to be under the influence of drugs or alcohol, or alcohol or drugs are in his or her possession, immediate action may be required.

Where this is the situation, the supervisor should do the following:

A. Under the Influence of Alcohol

The supervisor should confront the employee with the suspicion and order the employee to the Occupational Health and Safety Center (during work day hours). **If the clinic is closed, refer to Denver Health Psychiatric and Substance Abuse Emergency Room Service** or the Denver Police Department DUI facilities for an evaluation. Arrangements are to be made by the supervisor to provide transportation for the employee to the evaluation site. If the employee refuses to be evaluated, arrangements should be made for the employee to be transported home.

***Caution:** Once a supervisor has reasonable suspicion that an employee appears to be under the influence of alcohol and should the employee refuse an order to be evaluated and drives off in their own or a City vehicle, the police must be notified immediately.

B. Use, Possession, or Sale of Illicit Drugs

When a supervisor has reasonable suspicion that an employee appears to be using illicit drugs while on duty, the same procedure applies as when a supervisor has reasonable suspicion that an employee appears under the influence of alcohol**.**

When a supervisor has reasonable suspicion that an employee appears to be in possession of or selling or transferring illicit drugs, the police are to be contacted. It is the policy of the Department of Safety for all classified service employees and deputy sheriffs that improper use or possession of controlled substances is grounds for immediate dismissal.

Management and supervisors are to restrict conversations concerning possible violations of this policy to those persons who are participating in the evaluation, investigation or disciplinary action and who have a need to know about the details of the drug/alcohol investigation. This includes not mentioning the name of the employee or employees suspected of violating this policy.

C. Drug and Alcohol Screening

Employees may be required to submit to blood, or urine, or other alcohol or drug screening where there is reasonable suspicion of illicit use or the employee is under the influence of or impaired by alcohol or drug. Drug and alcohol screening may also be justified where, even though the employee does not exhibit any observable symptoms of being under the influence, a workplace accident may have been caused by human error which could be drug or alcohol related. If any specimen obtained in a drug screening remains after supervisor authorized testing, the remaining specimen is to be retained until adjudication of disciplinary action is concluded. The Occupational Health and Safety Center shall ensure that appropriate chain of custody is maintained for all specimens.

D. Investigatory Leave

The supervisor is then to contact Internal Affairs for further guidance. In the absence of such consultation and if the supervisor has a reasonable doubt about the employee's ability to satisfactorily and safety meet job requirements, the supervisor shall place the employee on investigatory leave pending results of testing or other administrative determination.

III. DUI/DWAI ON OR OFF THE JOB

It is the responsibility of any employee who is required to drive as part of his or her assigned duties or job specification to report to his or her appointing authority any DUI or DWAI charge which results in the loss of a driver's license or the restriction of driving privileges. Every employee who is required to drive as part

of his or her assigned duties or job specification shall annually certify that he or she has a currently valid driver's license.

IV. DISCIPLINARY ACTION

Violation of this policy can result in a disciplinary action, up to and including dismissal, even for a first offense. The appointing authority or designee, in lieu of disciplinary action, may enter into an agreement with the employee after consultation with the city attorney's office, for assessment of the employee's alcohol or drug abuse problem and for any treatment suggested by the treatment plan developer. For Professional staff under Career Authority, the treatment plan developer is the Office of Employee Assistance and for classified service employees, the treatment plan developer is the department psychologist.

V. FACILITY WORK RULES

Nothing in this policy precludes the appointment authority of any City agency from establishing work rules, which cannot be less stringent than this policy, subject to approval of the City Attorney.

VI. SEARCHES

Searches of employees to investigate work-related misconduct may be conducted when there is reasonable suspicion to believe that the employees are in violation of this policy, and where the scope of the search is reasonably related to the objectives of the search and not excessively intrusive in light of the nature of the misconduct. Supervisors shall contact the Denver Police Department or City Attorney's office for guidance.

VII. CONTRACT PERSONNEL

These policy provisions are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring contract personnel from City facilities or participating in City operations.

VIII. POSTING NOTICES

Clearly posted notices explaining the City's right to carry out search activities should be displayed in appropriate locations throughout the work area. Such

postings should emphasize the City's intention to maintain a safe and healthful working environment. In addition, a copy of the City's Drug and Alcohol policy may be given to each employee with each employee acknowledging in writing receipt of the policy.

At a minimum, facility management is to inform all contractors doing work in the facility about the applicable policy provisions and provide a copy of this policy to such contractors. Certain other enforcement actions may be necessary.

IX. DRUG AND ALCOHOL USE RELATIONSHIP TO THE OFFICE OF EMPLOYEE ASSISTANCE AND DEPARTMENT OF SAFETY PSYCHOLOGISTS

The City and County of Denver maintains an Office of Employee Assistance and provides Department of Safety psychologists that offer help to employees who suffer from alcohol or drug abuse and other personal emotional problems. It is the responsibility of each employee to seek help from the Office of Employee Assistance or Department of Safety psychologist before alcohol and drug abuse problems lead to disciplinary problems. Once a violation of this policy occurs, subsequent use of the Office of Employee Assistance or Department of Safety psychologist may be part of a condition of continued employment.

APPENDIX

Federal Rehabilitation Act of 1973

For the purposes of the Rehabilitation Act of 1973, 29 U.S.C. $700, et seq.

"Individual with handicaps" means any person who has a physical or mental impairment which substantially limits one or more of such person's major life activities, (ii) has a record of such impairment, or (iii) is regarded as having such an impairment. For purposes of sections 503 and 504 as such sections relate to employment, such term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents such individual from performing the duties of the job in question or whose employment, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others."

Colorado Revised Statutes

Under the Colorado Statutes, it is a discriminatory or unfair employment practice:

(a) For an employer to refuse to hire, to discharge, to promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of handicap, but, with regard to a handicap, it is not a discriminatory or unfair employment practice for an employer to act as provided in this paragraph (a) if there is no reasonable accommodation that the employer can make with regard to the handicap, the handicap actually disqualifies the person from the job, and the handicap has a significant impact on the job;

Career Service Authority

Under Career Service Authority regulations, it is a ground for immediate dismissal for an employee to:

(b) Be under the influence of alcohol while on duty (CSA 16-22(3)) or illegally (use) habit forming drugs or narcotics, or marijuana on City and County premises or while on duty; or illegally (introduce) or (possess) such substances on City and County premises while on duty. (CSA 16-22(1) or refuse to comply with orders of an authorized supervisor.)

Denver Fire Department

Under Denver Fire Department policy, using or being under the influence of alcohol while on duty, or use, possession or illegal activity involving drugs and controlled substances are major violations. Use or being under the influence of alcohol on duty is a major offense because the nature of the fire service requires quick, accurate, efficient judgments to be made. Alcohol may impair a member's ability to perform effectively, thereby endangering other members and the public. Any offense may result in discipline, up to and including dismissal

The Department's drug policy states that:

Members shall not use or possess any prescription drug, on or off duty, except as prescribed by and under the supervision of a licensed doctor or dentist. The use of any illegal drug, controlled substance, or other substance; the possession of any illegal drug or substance, or any participating activity involving illegal drugs or substances on or off duty, may subject member to discipline, up to and including dismissal.

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic: Mandatory Reporting of Elder and Child Abuse

Topic No:	**1031.00**
Date:	**10-01-2024**
Approved:	***KV***
Review Date:	**10-01-2027**
Replaces:	**Same, dated 12-21-2021**
Reference:	**2020 CRS 18-3-201** **2020 CRS 18-3-401** **2020 CRS 18-6.5-108** **2020 CRS 19-3-304**

PURPOSE: To define and implement the proper reporting procedures for the Mandatory Reporting of Elder and Child Abuse as it applies to Denver Fire Department Personnel.

SCOPE: Applies to all Denver Fire Department Personnel

ELDER ABUSE

I. OVERVIEW

C.R.S. section 18-6.5-108 "Mandatory Reporting of Elder Abuse" under Section 18-6.5-108, requires a Mandatory Reporter to report the following indicators for abuse of adults aged 70 or older to law enforcement within 24 hours. Fire protection personnel fall under the list of Mandatory Reporters under this law:

A. Physical Abuse

B. Sexual Abuse

C. Caretaker Neglect

D. Exploitation

II. MEMBER RESPONSIBILITIES

A. If any of the indicators for Elder Abuse is seen or suspected, then law enforcement (DPD) must be notified within 24 hours.

B. The member who witnessed the suspected abuse must make the report.

C. If a supervisor was present when the suspected abuse was seen, then the supervisor makes the report.

D. When making a report, attempt to gather the following information:

1. Name and address of the At-Risk-Elder

2. A description of the alleged mistreatment and the situation
3. Nature and extent of Injury
4. The alleged perpetrator's name and address, if possible
5. Any other pertinent information

E. If the situation encountered poses an imminent risk for mistreatment or abuse, request law enforcement immediately through Fire Dispatch.

F. If the situation warrants a need for a scene investigation or a welfare check, then request a patrol officer through Fire Dispatch.

G. If the situation is old information, a closed business, or any situation where it would not be prudent to send a patrol officer, then make the report via email to eldercrimes@denvergov.org and cc adultprotectiveservices@denvergov.org.

H. In some situations, it can be difficult to ascertain an individual's age; therefore, *if in doubt, make the report anyway.*

I. Once the report has been made, email the details of the report to the Assistant Chief in Operations and the DFD Co-Responders @ DFDCoResponders@wellpower.org.

J. Understand that in cases of Self-Neglect, the Mandatory Reporting law does not apply. Cases of Self-Neglect can be reported to Denver Human Services at 720-944-300. Please also send a follow up notification to the DFD Co-Responders at DFDCoResponders@wellpower.org.

K. When making a report of self-neglect, attempt to gather the following information:

1. Name and address of individual
2. A description of the situation of Self-Neglect
3. Any pertinent medical conditions

CHILD ABUSE

III. OVERVIEW

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic: Mandatory Reporting of Elder and Child Abuse

Topic No:	**1031.00**
Date:	**10-01-2024**
Approved:	***KV***
Review Date:	**10-01-2027**
Replaces:	**Same, dated 12-21-2024**
Reference:	**2020 CRS 18-3-201** **2020 CRS 18-3-401** **2020 CRS 18-6.5-108** **2020 CRS 19-3-304**

Per C.R.S 19-3-304, law requires a Mandatory Reporter to report the following indicators for abuse of Children immediately. Firefighters are considered Mandatory Reporters under this law:

A. Physical Abuse

B. Sexual Abuse

C. Neglect

D. Exploitation

IV. MEMBER RESPONSIBILITIES

A. If any of the indicators for Child Abuse is seen or suspected, then Law Enforcement (DPD) and or/ Child Protective Services must be notified immediately.

B. When making a report, attempt to gather the following information:

1. Name and address of the child
2. A description of the alleged mistreatment and the situation
3. Nature and extent of injury
4. The alleged perpetrator name and address, if possible
5. Any other pertinent information

C. Request law enforcement (DPD) through Fire Dispatch

D. Child Protective Services can be contacted by their 24-hour hotline: 720-944- 3000. This number will be available through Fire Dispatch.

E. Members are not mandated to make a report if:

1. You learn of the suspected abuse or neglect after the alleged victim is eighteen years of age or older; and

2. You do NOT have reasonable cause to know or suspect the perpetrator has

subjected any other child currently under eighteen years of age to abuse or neglect; OR

3. The perpetrator is not currently in a position of trust, as defined in section 18-3-401 (3.5), C.R.S., with regard to any child currently under eighteen years of age.

F. Once the report has been made, email the details of the report to the Assistant Chief in Operations for possible follow-up and the DFD Co-Responders @ DFDCoResponders@wellpower.org.

DENVER FIRE DEPARTMENT

DEPARTMENT DIRECTIVE

Topic No:	**1037.00**
Date:	**04-12-2024**
Approved:	***KV***
Review Date:	**04-12-2027**
Replaces:	**Same, dated 05-06-2021** ***(was named DFD Hazing, Harassment, Retribution Policy)***

Topic: **DFD Discrimination, Hazing, Harassment, and Retaliation Policy**

PURPOSE: The Denver Fire Department is committed to maintaining a work environment free of discrimination, hazing, harassment, and retaliation. Behavior may violate this policy even if it would not constitute a violation of federal, state, and/or local law. This policy applies to all Department employees.

SCOPE: It is the shared obligation of all employees and employee organizations to act individually and jointly to prevent or defuse actual or implied destructive behavior at work. It is the goal of the Denver Fire Department to rid work sites of destructive behavior or the threat of such behavior.

For purposes of this policy, definitions are as follows:

Appropriate Supervisor: Can include immediate supervisor, anyone in the chain of command, or Administrative Division Chief. It is the responsibility of the "appropriate supervisor" to report the allegation immediately to the Administration Division at Denver Fire Department Headquarters.

Cyberbullying: 1) Harassment that takes place over digital devices like cell phones, computers, and tablets. 2) Includes sending, posting, or sharing negative, harmful, false, or misleading content about someone else. 3) Can include sharing personal or private information about someone else causing embarrassment or humiliation. 4) Can cross the line into unlawful or criminal behavior.

Discrimination: Discrimination occurs when an employee or appointee experiences an adverse work environment or adverse employment action based on one or more Protected Characteristics of the employee.

Harassment: Unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age, disability, or genetic information, or other protected characteristic.

Hazing: 1) To persecute or harass with meaningless, difficult, or humiliating tasks. 2) To initiate, as into any group or organization, by exacting humiliating performances from, or playing rough practical jokes upon.

Protected Characteristics: Race, color, religion, creed, national origin/ancestry, sex, sexual orientation, transgender status, gender identity and expression, disability, genetic information, military status, age, marital status, political affiliation, pregnancy or related condition, or any other status protected under federal, state, and/or local law.

Retaliation: Retaliation is conduct taken against an employee because the employee has, in good faith, reported violations, assisted in any investigation, or otherwise engaged in any protected activity of this policy. Retaliation can include, but is not limited to, such acts as disciplining an employee, giving an employee a negative performance evaluation, refusing to recommend an individual for a position for which he or she qualifies, giving an employee a less desirable job assignment, spreading rumors about an individual, encouraging hostility from co-workers, and escalating harassment.

Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual or physical nature. **Refer to Department Directive 1021.00, Sexual Harassment Policy, for detailed information and procedures relating specifically to sexual harassment.**

REPORTING DISCRIMINATION AND HARASSMENT

When an employee has a complaint or observes an act of ***discrimination, hazing, harassment, or retaliation*** at work, the employee shall, if they are comfortable doing so, make it clear to all involved persons that such behavior is offensive and should be discontinued. In addition, the employee shall bring the matter to the appropriate supervisor's attention. The supervisor shall investigate the complaint and immediately contact the Internal Affairs Bureau (IAB) for guidance and assistance. In the initial investigation the supervisor or other appropriate official shall look at the totality of the circumstances, such as the nature of the actions and the context in which the alleged incidents occurred. If ***discrimination, hazing, harassment, or retaliation*** are found to exist, appropriate management and supervisory personnel shall take prompt corrective action. Please refer to Department Directive 1056.00, Corrective Action Procedures, to ensure that the correct procedures are followed.

If the employee is uncomfortable reporting the complaint or if actions of the immediate supervisors do not effectively stop the ***discrimination, hazing, harassment, or retaliation***, the affected individual shall contact any of the following: A) Any supervisor inside or outside the chain of command; B) The Internal Affairs Bureau; C) The Human Resources office or the Department Administration Division; D) An employee relations specialist with the Human Resources Division of the Department of Safety; E) The Career Service Authority Employee Relations Unit.

Nothing in this policy precludes an employee from contacting or filing a charge of discrimination or claim with an external agency such as the Equal Employment Opportunity Commission or the Colorado Civil Rights Division.

No employee acting in good faith who reports real or perceived behavior in violation of this policy will be subject to discipline. No employee acting in good faith who reports discrimination, hazing, or harassment, will be subject to retaliation, or harassment, based upon his or her report.

MANAGEMENT'S RESPONSIBILITY

The Manager's foremost obligation is to ensure the safety of any employee who has been threatened or harmed. Managers are responsible for ensuring a prompt and adequate response to any incident of workplace ***discrimination, hazing, harassment, or retaliation***.

Immediate supervisors shall investigate all complaints and/or incidents of workplace ***discrimination, hazing, harassment, or retaliation*** and take appropriate action.

Officers shall contact the Internal Affairs Bureau (IAB) for guidance and assistance in all complaints falling under this policy prior to any action being taken. IAB will provide information on procedures and appropriate level of investigation for the nature of the complaint. Allegations of a continuing pattern of misconduct, that involve misconduct of a serious nature, or that involve possible law violations shall be conducted by IAB.

The investigation shall include, at a minimum, an interview of all persons involved, including any witnesses to obtain an accurate account of the incident. The statements of witnesses and others interviewed shall be documented in writing. Advice and assistance in this process will be provided by the Administration Division.

EMPLOYEE RESPONSIBILITY

Employees who feel they have been subjected to any of the behaviors listed above or have observed or have knowledge of any violation of this policy should report the incident as set forth above. However, if a situation presents an immediate life threat to the employee or others, the employee is advised to call the Denver Fire Department Dispatcher or Denver Police Department officials for assistance, if it is practical and safe to do so at the time.

RETALIATION IS PROHIBITED

No employee will experience any retribution for making a good-faith complaint or for participating in an investigation of an alleged act of discrimination or harassment. However, any employee making a knowingly false accusation may be subject to appropriate disciplinary action. Retaliation should be reported and investigated according to the procedures set forth above.

DISCIPLINARY ACTION

Any violation of this policy by employees, including a first offense, may result in disciplinary action, up to and including demotion or dismissal. **Willful failure of a supervisory employee to enforce this policy may result in disciplinary action against the supervisor, up to and including demotion or dismissal.**

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic No:	**1037.01**
Date:	**05-03-2021**
Approved:	***JAV***
Review Date:	**05-03-2023**
Replaces:	**Same, dated 09-16-2019**

Topic: Equal Employment Opportunity Policy

PURPOSE: To establish the guidelines for Equal Employment Opportunity Policy and Prohibition of Harassment and Discrimination

SCOPE: The City and County of Denver is an Equal Employment Opportunity employer. This Department Directive applies to ALL members of the Denver Fire Department, both uniformed and non-uniformed.

It is the policy of the Department of Safety and the Denver Fire Department that its employees (both Civilian and Sworn), contract employees, temporary workers, and applicants for employment, have a right to be free of discrimination, harassment, and retaliation based upon actual or perceived:

- Race (to include hair texture, hair type, or protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps)
- Color
- Creed
- National Origin
- Ancestry
- Sexual Orientation
- Physical or mental disability
- Age
- Gender/Sex (including pregnancy, childbirth, or caregiver status)
- Marital Status
- Military Status
- Religion
- Political Affiliation
- Or any other basis protected by federal, state, or local law or regulation

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic No:	**1037.01**
Date:	**05-03-2021**
Approved:	***JAV***
Review Date:	**05-03-2023**
Replaces:	**Same, dated 09-16-2019**

Topic: Equal Employment Opportunity Policy

DEPARTMENT OF SAFETY:

EQUAL EMPLOYMENT OPPORTUNITY POLICY AND PROHIBITION OF HARRASSMENT AND DISCRIMINATION

It is the policy of the Department of Safety that its employees (both civilian and sworn), contract employees, temporary workers, and applicants for employment have a right to be free of discrimination, harassment, and retaliation based upon actual or perceived race (to include hair texture, hair type, or protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), color, creed, national origin, ancestry, sexual orientation, physical or mental disability, age, gender/sex (including pregnancy, childbirth, or caregiver status), marital status, military status, religion, political affiliation, or any other basis protected by federal, state, or local law or regulation.

(1) Examples of on-duty or off-duty conduct that could violate this policy include but are not limited to:
   A. Verbal conduct such as epithets, derogatory comments, slurs, unwanted sexual advances, invitations, or comments;
   B. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
   C. Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work directed at a person because of a protected basis;
   D. Threats or demands to submit to sexual requests in order to keep a job or avoid some other negative consequence, and offers of job benefits in return for sexual favors;
   E. Basing an employment decision (such as hiring, promotion, discipline, pay increase, job assignment, or termination) on any of the protected categories identified above; and
   F. Retaliation for good faith reporting, opposing, or otherwise participating in a complaint or investigation process concerning potential violations of this policy.

(2) Individuals who believe they are being subjected to prohibited discrimination or harassment are strongly urged to make it clear to the offending employee that such behavior is offensive and should be discontinued unless the individual experiencing the alleged misconduct is uncomfortable communicating that to the offending employee.

(3) All Department of Safety employees are required to promptly report potential violations of this policy so that appropriate actions may be taken, subject to the confidentiality requirements of agency peer support programs. Potential violations should be reported to any of the following:
   A. Any supervisor in the reporting employee's or offending employee's agency or work unit, inside or outside the chain of command;
   B. The Internal Affairs Bureau for the reporting employee's or offending employee's agency (available twenty-four hours per day, seven days per week);

C. The Human Resources Bureau for the reporting employee's or offending employee's agency;
D. The Manager of Safety's EEOC Coordinator; and/or
E. The Career Service Authority Employee Relations Unit.

Nothing in this policy precludes an employee or applicant from contacting or filing a charge of discrimination or claim with an external agency such as the Equal Employment Opportunity Commission or the Colorado Civil Rights Division. Consultation with a peer support or employee group representative shall not constitute reporting of a potential policy violation, nor shall it be considered legal knowledge or notice to the City or Department of Safety.

A report or complaint of discrimination, harassment, and/or retaliation may be made verbally or in writing. Anonymous reports/complaints will also be accepted and evaluated for further investigation. Any person reporting a potential violation of this policy or otherwise participating in the complaint or investigation process should understand that confidentiality will be maintained to the extent possible but that absolute confidentiality and anonymity cannot be guaranteed.

(4) Supervisors and managers who become aware, by any formal or informal means, of possible discrimination, harassment, or retaliation must take prompt, reasonable actions to stop the prohibited behavior. Additionally, supervisors and managers must promptly report any information concerning the possible prohibited behavior to the Manger of Safety's EEO Coordinator and their agency head. Supervisors or managers who serve as employee group representatives or peer support officers are subject to applicable confidentiality agreements and notice to such individuals while acting in their peer support capacity shall not constitute reporting or notice to the agency, Department of Safety, or City.

(5) The Department of Safety maintains "zero tolerance" regarding violations of this policy, meaning the Department will not knowingly tolerate acts of discrimination, harassment, or retaliation. Allegations about potential violations of this policy will be taken seriously and the Department will promptly undertake reasonable steps to address all allegations of discrimination, harassment, or retaliation If an investigation is deemed necessary, it will be conducted promptly, thoroughly, and impartially. Appropriate actions may include, but are not limited to, discipline (up to and including termination), training, mediation, or other effective remedial action commensurate with the severity of the offense and any such actions will occur as soon as practicable for even a single violation of the policy.

(6) Retaliation is strictly prohibited against employees who have in good faith:
A. Opposed conduct that potentially violates this policy, including but not limited to making a complaint or protest on behalf of another individual;
B. Reported conduct that the employee experienced or observed and reasonably believes to constitute a potential violation of this policy; or

C. Assisted or participated in an investigation, claim, lawsuit, or hearing concerning a complaint of discrimination, harassment, or retaliation. This includes but is not limited to making a report or complaint or providing a witness interview during an investigation.

Retaliation is conduct taken against an employee or applicant because the employee or applicant has engaged in any of the above-listed protected activities. Retaliation can include but is not limited to such acts as disciplining an employee, giving an employee a negative performance evaluation, refusing to recommend an individual for a benefit for which he or she qualifies, giving an employee a less desirable job assignment, spreading rumors about an individual, encouraging hostility from co-workers, and escalating harassment. Any Department of Safety employee engaging in or encouraging retaliation may be subject to appropriate actions, including but not limited to discipline (up to and including termination), mediation, or training, even for a single offense.

The intent of this policy is to ensure that the Department of Safety take immediate and proper action to eradicate harassing, discriminatory or retaliatory behavior regardless of whether the behavior violates federal or state law.

Murphy F. Robinson III, Executive Director of Public Safety

Updated: October 5, 2020

DENVER FIRE DEPARTMENT

DIRECTIVE

Topic No:	**1022.00**
Date:	**05-02-2023**
Approved:	***KV***
Review Date:	**05-02-2026**
Replaces:	**Same, dated 11-17-2020**

Topic: **Executive Order 94 – City and County of Denver Employees' Alcohol and Drug Policy**

EXECUTIVE ORDER NO. 94

TO: **All Departments and Agencies Under the Mayor**

FROM: **Michael B. Hancock, Mayor**

DATE: **June 1, 2020**

SUBJECT: City and County of Denver Employees' Alcohol and Drug Policy

PURPOSE: As an employer, the City and County of Denver (City) is required to adhere to various federal, state, local laws and regulations regarding alcohol and drug use. The City also has a vital interest in maintaining a safe, healthy and efficient environment for its employees and the public. Being under the influence of, subject to the effects of, or impaired by alcohol or drugs on the job may pose serious safety and health risks to the employee, his or her co-workers and the public. Additionally, the possession, use, or sale of an illegal drug in the workplace poses an unacceptable risk to the safe, healthy and efficient operation of the City.

The City provides employee assistance through outside providers and Department of Safety psychologists (for uniformed personnel), all of whom offer help to employees who seek assistance for alcohol and/or drug use and other personal or emotional issues.

POLICY: It is the policy of the City to maintain a safe and healthy work environment by prohibiting the use of alcohol and illegal drugs in the workplace. Employees who consume alcohol or illegal drugs on City property, or who work while under the influence of, subject to the effects of, or impaired by drugs or alcohol, pose a serious safety risk to themselves and those around them. The City has both the right and the obligation to maintain a safe and healthy working environment for its employees by adhering to applicable federal, state and local law, and by enforcing the rules set forth in this Executive Order.

It is also the policy of the City to take a strong stand against driving under the influence of alcohol or drugs. Traffic-related deaths and injuries have risen to unacceptable levels across the country and many of those deaths and injuries are attributable to drunk and drug-impaired driving. The City is constantly striving to make its roads safer by various means, which include promoting a culture of traffic safety. It is antithetical to those efforts for the City to tolerate drunk and drug-impaired driving by any of its employees at any time.

City employees who violate this Executive Order may be subject to disciplinary action, up to and including dismissal. Moreover, the failure of a managerial or supervisory employee to enforce this Executive Order may result in disciplinary action against the manager or supervisor, up to and including dismissal.

RESPONSIBLE AUTHORITY(S): City Attorney

This executive order, effective on the above date, establishes and confirms the policy of the City concerning the problem of drug and alcohol use in the workplace, as well as unlawful off-duty alcohol and drug driving offenses. On the date it becomes effective, this executive order supersedes all previous enacted alcohol and drug executive orders.

I. PROHIBITIONS FOR ALL CITY EMPLOYEES INCLUDING CLASSIFIED MEMBERS OF THE POLICE AND FIRE DEPARTMENTS.

A. Alcohol

Employees are prohibited from consuming, being under the influence of, or impaired by alcohol while performing City business, driving a City vehicle or on City property.

There are seven circumstances under which these prohibitions do not apply.

1. An employee is not on duty **and** attending an officially sanctioned private function, e.g., an invitation-only library reception.

2. An employee is attending an officially sanctioned public function on City property at which alcohol is served (e.g., a reception hosted by the Mayor to honor a departing appointee) and is not impaired by or under the influence of alcohol.

3. An employee is not on duty and at a City location as a customer, e.g., playing golf on a City course.

4. An employee is a member of the Police Department and as a part of the employee's official duties, consumes alcohol in accordance with Police Department procedures.

5. The Mayor and any accompanying employee, while hosting dignitaries on City property during or outside of regular business hours, consumes alcohol in honor of the dignitaries' tradition or culture of ceremoniously sharing alcohol with their host, and is not impaired by or under the influence of alcohol.

6. An employee is performing City business outside of the employee's regular business hours while attending a business-related event, and the employee is not driving a City vehicle to or from the event and is not impaired by or under the influence of alcohol during the event.

7. An employee is performing airport related business during or outside of regular business hours:

   a. while attending an event hosted or officially sanctioned by the Department of Aviation at which alcohol is served **and** is not impaired by or under the influence of alcohol; **or**

b. while on international or interstate airport related business travel; **and** the employee is not impaired by or under the influence of alcohol **and** the employee is an appointed or elected Charter officer or an appointee thereof, a department or agency head, or has the permission of his or her appointing authority.

The alcohol levels defined by the state legislature that may be amended from time to time for defining "under the influence of alcohol" and "impaired by alcohol" are adopted here for purposes of this executive order.

Employees holding Commercial Driver's licenses (CDL) are **also** subject to the alcohol levels defined by the Department of Transportation (DOT) regulations that may be amended from time to time for "under the influence" which are adopted here for purposes of this executive order.

Current alcohol level definitions are contained in the Addendum of this Order. If the alcohol level definitions contained in the Addendum to this Order conflict with the definitions provided by state law and the DOT regulations, the state law and DOT regulations will control.

B. Legal Drugs

1. Employees who operate vehicles or dangerous equipment or perform safety- sensitive functions as part of their essential duties and who are taking or intend to take prescription medication that is identified as a controlled substance in the schedules of controlled substances (Title 21 C.F.R. § 1308.12-15), or that may otherwise affect their performance, are prohibited from performing their safety- related duties unless and until they have completed the disclosure and clearance process set forth below. The types of drugs identified in the schedules of controlled substances include, but are not limited to, opiates, depressants, narcotic drugs, anabolic steroids, stimulants and hallucinogenic substances.

2. The disclosure and clearance process requires that all such employees do the following:

   a. Notify their supervisor, the Agency's Human Resource professional, or the Agency's Safety Officer in advance of performing their duties that they intend to take or are currently taking (on or off duty) prescription medication that is a controlled substance or may otherwise affect their job performance, and that medical clearance is needed. No additional medical information needs to be disclosed at this time, nor should it be requested.

b. Schedule and participate in an interview with the Medical Director of the Occupational Health and Safety Clinic (OHSC), or their delegee, the purpose of which is to enable the Medical Director or delegee to confirm the validity and limitations of the prescription medication and determine whether the use of the controlled substance as prescribed will adversely affect their ability to safely perform their job duties.

c. Obtain clearance from the Medical Director or delegee to perform their regular duties while taking the prescription medication, and report their clearance to their supervisor, Agency Human Resources professional or Agency Safety Officer.

3. It shall be the employee's responsibility to initiate and comply with this disclosure and clearance process and to cooperate with the supervisor, Agency Human Resource professional or Agency Safety Officer, and the Medical Director or delegee, to allow for a prompt determination to be made. Employees who fail to comply with the disclosure and clearance process may be subject to disciplinary action, up to and including dismissal.

4. If appropriate, the Medical Director or delegee may request a medical release from employees seeking prescription medication clearance for the purpose of contacting the prescribing physician.

5. Employees who operate vehicles or dangerous equipment or perform safety- sensitive functions as part of their essential duties and who regularly take prescription medications described in paragraph B(1), above, are required to comply with the disclosure and clearance process on an annual basis, and any such earlier time as a change is made to their prescription that may affect or further affect their ability to perform their safety-related duties.

6. Employees who are currently taking prescription medications described in paragraph B (1), above, may be required to use paid leave, or if no such leave is available, authorized unpaid leave, pending completion of the disclosure and clearance process.

7. The OHSC and/or the Agency's Human Resources personnel shall keep the medical records that disclose the identity of the legal drug confidential in accordance with state and federal laws.

8. Marijuana is **not** considered a legal drug for purposes of this Executive Order No. 94, even if a physician has recommended marijuana for medical reasons. Please refer to Section I (C)(3), below.

C. Illegal Drugs

1. Employees are prohibited from consuming, being under the influence of, subject to the effects of, or impaired by illegal drugs while performing City business, while driving a City vehicle or while on City property.

2. Employees are also prohibited from selling, purchasing, offering, transferring or possessing an illegal drug while performing City business, while driving a City vehicle or while on City property. There is one exception to this prohibition. An employee of the Classified Service of the Police and Fire Departments or the Denver Sheriff's Department may, as a part of his or her official duties, sell, purchase, transfer or possess illegal drugs in accordance with the employee's department procedures.

3. Although Colorado state law has de-criminalized the use, possession, sale and cultivation of recreational and medical marijuana by certain individuals subject to various limitations and restrictions, those laws do not require employers to accommodate or permit such use, possession, sale, etc., of marijuana in the workplace. In addition, marijuana currently remains an illegal drug under federal law. As such, for the purposes of this Executive Order, marijuana is still considered an "illegal drug," even when used for medical purposes.

4. Prescription drugs obtained or used illegally constitute an "illegal drug" for the purposes of this Executive Order.

5. The illegal drug cut-off levels established by the DOT regulations, that may be amended from time to time, are adopted here for purposes of this executive order. Current illegal drug levels are contained in the Addendum to this Order. If there is a conflict between the illegal drug levels established by the DOT regulations, and those contained in the Addendum to this Order, the DOT regulations will control.

II. DRUG AND ALCOHOL TESTING

A. Pre-Employment/Pre-Placement Testing

1. The City may implement, with the City Attorney's approval, pre-employment screening practices designed to prevent hiring or promoting individuals into job positions whose:

   a. use of illegal drugs may affect the public health or safety; and

b. use of alcohol or legal drugs indicates a potential for impaired or unsafe job performance where the public health or safety may be affected.

The Civil Service Commission, Office of Human Resources, OHSC or interviewing agency shall inform a job applicant of these pre-employment screening practices prior to such screening.

2. At a minimum, testing for illegal drugs and controlled substances shall be conducted before any person hired for a position defined as safety-sensitive or requiring a CDL shall be allowed to perform the duties of such position. In addition, candidates or employees for such positions may be tested for alcohol.

3. Refusal by an applicant to submit to a pre-employment test shall result in denial of employment.

4. Pre-employment/Pre-placement test results:

a. Alcohol

Where alcohol use is detected, employment may be denied.

b. Legal Drugs

i. Where use of a prescription drug is detected, applicants may be required to provide documentation confirming the drug has been prescribed by a physician for the applicant, and the amount detected is within the prescribed dosage. If the applicant is unable to provide such proof, employment may be denied.

ii. Where the applicant's future or continued use of the drug poses a potential safety risk or would impair job performance, employment may be denied in accordance with the applicable state and federal laws.

c. Illegal Drugs

i. Employment shall be denied when the presence of an illegal drug is detected.

ii. Employment shall be denied when the presence of a known masking agent is detected.

iii. A second direct observation urinalysis test may be required prior to offering

employment to an applicant whose drug test evidences the urine sample has been diluted or is outside normal temperature ranges.

B. Reasonable Suspicion Testing

1. When a supervisor has reasonable suspicion that an employee is under the influence of, impaired by, or subject to the effects of alcohol, legal drugs or illegal drugs in violation of this Executive Order, after taking appropriate safety measures (e.g., removing the employee from any situation which may pose a safety risk to the employee, co-workers or the public), the supervisor shall immediately consult with the Agency's Human Resources representative, Safety Officer or the Employment and Labor Law Section of the City Attorney's Office to determine further actions. However, if immediate consultation is not possible, it is the responsibility of the supervisor to promptly initiate alcohol and/or drug testing. The supervisor shall initiate testing as follows:

   a. Document in writing the specific reasons for the decision to initiate testing based on specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors that support a reasonable suspicion of alcohol and/or drug use.

   b. When possible, have a second supervisor confirm the specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors, and document those observations in writing.

   c. Advise the employee that the supervisor is ordering the employee to go to the testing site for testing.

   d. Escort the employee to the testing site as soon as possible. If the supervisor is unable to escort the employee personally, the supervisor should have another individual escort the employee for testing. The individual selected to escort the employee shall be of a higher grade/rank than the employee being tested. Under no circumstances should the employee be allowed to drive themselves to the testing site.

   e. Require the employee to bring a picture identification card and proof of the employee's Social Security or employee number to the testing site.

   f. If the employee refuses to go to the testing site, or refuses to participate in the testing process, the supervisor or the escort should tell the employee that the testing request is a direct order and that refusal to comply with the direct order constitutes grounds for mandatory dismissal. If the employee continues to refuse to go to the

testing site or to participate in the testing process, the supervisor should immediately place the employee on investigatory leave and make all reasonable efforts to ensure that the employee is transported home safely.

g. After the initial test results are known, the supervisor should notify the appointing authority or designee of the results and obtain further guidance as needed.

h. If the initial test results indicate that the employee is under the influence of, impaired by, or subject to the effects of alcohol, unauthorized legal drugs or illegal drugs, the supervisor should notify the employee that s/he is being placed on paid investigatory leave and take appropriate steps to ensure that the employee is transported home safely.

i. If the initial test results are invalid or unavailable, or if the testing cannot be conducted for any reason, and the supervisor is reasonably concerned about the employee's ability to perform his or her duties in a satisfactory and safe manner, the supervisor should place the employee on investigatory leave pending results of testing or some other administrative determination, and take appropriate steps to ensure that the employee is transported home safely.

j. If an employee suspected of being impaired by, under the influence of, or subject to the effects of alcohol, unauthorized legal drugs or illegal drugs attempts to drive away from the testing site or worksite, the supervisor or escort should make all reasonable efforts, short of physical force, to prevent the employee from doing so. If the employee does drive away, the supervisor or escort should call 9-1-1 immediately to report the employee as an impaired (or potentially impaired) driver and provide pertinent information to assist police in identifying and locating the vehicle (e.g., make, model and color of the vehicle; license plate number; direction of travel; description of employee) and the reasons for suspecting that the employee is impaired (e.g., the initial test results or basis for reasonable suspicion alcohol and/or drug testing). The supervisor should not attempt to follow the employee's vehicle.

2. During regular OHSC hours, the testing shall be conducted at one of the OHSC testing sites. After regular hours, the supervisor shall page the OHSC alcohol and drug testing personnel to arrange for immediate testing.

3. Testing for alcohol should be administered within two (2) hours of making a reasonable suspicion determination. If this two (2) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Testing outside of this time frame may only be conducted in consultation with the Employment and Labor Law Section

of the City Attorney's Office.

4. Testing for unauthorized legal drugs or illegal drugs should be administered within eight (8) hours of making a reasonable suspicion determination. If this eight (8) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Testing outside of this time frame may only be conducted in consultation with the Employment and Labor Law Section of the City Attorney's Office.

5. Supervisors and escorts shall keep the employee's name and identifying information restricted to persons who "need to know."

6. If a supervisor has reasonable suspicion that an employee is in possession of, selling or transferring illegal drugs in violation of this executive order, the supervisor shall contact the police prior to initiating any drug testing.

7. Supervisors who fail to perform their responsibilities under this Section II (B) may be subject to discipline, up to and including dismissal.

C. Post-Accident Testing

1. As soon as practicable following a driving or other workplace accident, the supervisor shall ensure that the involved employee is tested for alcohol and drugs when the accident:

   a. may have been the fault of the employee **and** involves a fatality;

   b. may have been the fault of the employee **and** any individual was injured seriously enough to require immediate medical treatment away from the scene of the accident;

   c. may have been the fault of the employee **and** the accident resulted in disabling damage to any vehicle or any equipment; or

   d. there is reasonable suspicion to test the employee.

2. "Disabling damage" for a vehicle accident is defined as damage that prevents the departure of the vehicle from the scene of an accident in its usual manner, or damage that renders the vehicle illegal to operate. Vehicle damage that can be remedied temporarily at the scene without special tools or parts, i.e., replacing a tire with the spare, taping over an otherwise operable headlight or taillight, or tying down the hood of a car, are not considered disabling. Nonetheless, towing of a vehicle is not required before a supervisor can deem a vehicle "disabled" for purposes of testing.

3. "Disabling damage" for a workplace accident is defined as precluding the use of the equipment from its usual operation. Equipment that can be remedied temporarily at the scene without special tools or parts is not considered disabling.

4. The issuance of a traffic citation is not required before a supervisor can determine an employee "may have been at fault" in a vehicle accident. If a supervisor determines the employee's actions may have contributed to the accident, or the employee **may** have been at fault, the "fault" requirement will have been met for purposes of testing.

5. During regular OHSC hours, the testing shall be conducted at one of the OHSC testing sites. After regular hours, the supervisor shall page the OHSC alcohol and drug testing personnel to arrange for immediate testing.

6. Post-accident alcohol and drug testing shall be initiated in accordance with the procedures set forth in Section II (B)(1)(c)-(i) of this Order. Post-accident alcohol and drug testing based solely on reasonable suspicion shall also comply with Section II (B)(1)(a)-(b).

7. Post-accident testing for alcohol should be administered within two (2) hours following the accident. If this two (2) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Post-accident testing for unauthorized legal drugs and illegal drugs should be administered within eight (8) hours following the accident. Testing outside of these time frames may only be conducted in consultation with the Employment and Labor Law Section of the City Attorney's Office.

8. Supervisors who fail to perform their responsibilities under this Section II (C), may be subject to discipline, up to and including dismissal.

D. Return to Duty Testing

Employees who have violated the prohibited conduct listed in Sections I (A) or I (C) of this Order shall not return to work unless they have been tested for alcohol and drugs at the OHSC and both tests have been verified as negative.

E. Unannounced Testing

If an employee has been placed on a Stipulation and Agreement in accordance with this executive order, as a part of that Stipulation and Agreement, the employee may be tested for alcohol and/or drugs by the agency without prior notice of the testing date or time for at least 36

months from the last date in time that the stipulation and agreement is signed by the parties.

F. Random Testing

The City may implement, with the City Attorney's approval, random alcohol and drug testing for employees deemed to perform safety-sensitive functions for the City or any of its agencies.

G. Commercial Driver's License (CDL) Testing

For those positions requiring a CDL, the City is required to implement alcohol and drug testing in accordance with applicable DOT regulations, as may be amended from time to time. Such testing is **in addition to** the testing described in Sections II (B) and (D) of this Order.

1. **Pre-Employment Testing**

Prior to the first time a driver performs safety-sensitive functions for the City or any of its agencies, the driver shall be tested for illegal drug usage in compliance with the DOT and state regulations, as may be amended from time to time.

2. **Reasonable Suspicion Testing**

The procedures described in Section II (B) of this Order shall be followed.

3. **Post-Accident Testing**

a. As soon as practicable following an accident, the supervisor shall ensure that the vehicle driver is tested for alcohol when:

i. the accident involved the loss of human life;

ii. the vehicle driver was cited for a moving violation arising from the accident within 8 hours of its occurrence **and** an individual was injured seriously enough to receive immediate medical treatment away from the scene of the accident;

iii. the vehicle driver was cited for a moving violation arising from the accident within 8 hours of its occurrence **and** one or more of the vehicles involved in the accident sustained "disabling damage" as defined in Section II (C)(2) and (3) in this Order; **or**

iv. there is reasonable suspicion to test the employee.

b. As soon as practicable following an accident, the supervisor shall ensure that

the vehicle driver is tested for drugs when:

i. the accident involved the loss of human life;

ii. the vehicle driver was cited for a moving violation arising from the accident within 32 hours of its occurrence **and** an individual was injured seriously enough to receive immediate medical treatment away from the scene of the accident;

iii. the vehicle driver was cited for a moving violation arising from the accident within 32 hours of its occurrence **and** one or more of the vehicles involved in the accident sustained "disabling damage" as defined in Section II (C)(2) and (3) in this Order; **or**

iv. there is reasonable suspicion to test the employee.

c. Post-accident testing for alcohol should be administered within two (2) hours following the accident. If a required alcohol test is not administered within two (2) hours following the accident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered.

d. If the supervisor does not initiate alcohol testing within eight (8) hours of the accident or drug testing within thirty-two (32) hours of the accident, the supervisor shall cease attempts to administer the tests and shall prepare and maintain on file a record stating the reasons the test was not administered within these established time frames. Supervisors who do not perform their responsibilities under this Section II (G) (3) may be subject to discipline, up to and including dismissal.

e. If the supervisor does not initiate alcohol testing within eight (8) hours of the accident or drug testing within thirty-two (32) hours of the accident, the supervisor shall cease attempts to administer the tests and shall prepare and maintain on file a record stating the reasons the test was not administered within these established time frames. Supervisors who do not perform their responsibilities under this Section II (G) (3) may be subject to discipline, up to and including dismissal.

4. **Random Testing**

a. Alcohol

Pursuant to the DOT regulations, random alcohol testing shall be conducted

annually on 25% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Alcohol testing shall be conducted on a random, unannounced basis just before, during or just after the employee performed safety-sensitive functions.

b. Illegal Drugs

Pursuant to the DOT regulations, random drug testing shall be conducted annually on 50% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Drug testing shall be conducted on a random, unannounced basis. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

5. **Return to Duty Testing**

a. Alcohol

If an employee has violated the prohibited conduct listed in Section I (A) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has completed a successful return to duty alcohol test.

b. Illegal Drugs

If an employee has violated the prohibited conduct listed in Section I (C) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has been cleared by a Substance Abuse Professional and has completed a successful return to duty drug test.

6. **Follow-Up Testing**

a. Alcohol

i. The number and frequency of the follow-up alcohol tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to work.

ii. Follow-up testing shall be unannounced and shall be conducted just before, during or just after the employee performed safety- sensitive functions.

b. Illegal Drugs

i. The number and frequency of the follow-up drug tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first (12) twelve months following the employee's return to work.

ii. Follow-up testing shall be unannounced. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

H. Members of the Classified Service of the Police and Fire Departments and Deputy Sheriffs Testing

For those employees who are members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs, the City may implement drug testing pursuant to their respective department procedures, as may be amended from time to time, in addition to the testing described in Sections II (A) through (G) of this Order.

III. EXECUTIVE ORDER 94 TRAINING

A. All City Employees

All new City employees (including fellows, interns, and on-call employees) should be trained on this executive order during their first year of employment. Training, at a minimum, should include study of the prohibitions contained in this executive order and instruction on the recognition of drug and alcohol impairment and use. Additionally, a copy of this executive order should be given to each employee with each employee acknowledging, in writing, receipt of the executive order and the training.

B. All Employees with Supervisory Duties

1. All employees with supervisory duties should be trained on this executive order during the first six (6) months following their hire or promotion. This training, at a minimum, should include instruction on the recognition of drug and alcohol impairment and use, the proper documentation of the supervisor's reasonable suspicion, and the supervisor's responsibility for escorting employees to the testing sites and through the testing process.

2. Supervisors shall ensure that all drug and alcohol tests are accomplished immediately after the justification for testing is established. Timeliness for testing is outlined in this executive order and its addendum. Further, once a supervisor has reasonable suspicion that an employee appears to be under the influence of alcohol or drugs, or is informed that the employee has initially tested positive for drugs and/or alcohol, the agency cannot condone the employee's driving of a motor vehicle. If the employee drives off in his/her own or a City vehicle, the Police Department must be notified immediately by a supervisor on duty, or a designee. Supervisors may designate another employee to escort an employee to testing or evaluation sites. The supervisor shall educate the individual on the duties of the escort as provided herein prior to allowing that individual to escort the employee.

3. Supervisors are subject to discipline for failing to fulfill the responsibilities set forth for supervisors in this Order, up to and including dismissal. Such failure by the supervisor does not, in any way, excuse the employee's violation of this executive order or mitigate the agency's disciplinary action against the employee.

   CAUTION: No physical force may be used against an employee to enforce any direct order or requirement under this executive order. The employee must be advised that noncompliance with a supervisor's order will be viewed as refusal to obey the order of a supervisor and constitute grounds for mandatory dismissal.

   CAUTION: Supervisors are to restrict communications concerning possible violations of this executive order to those persons who are participating in the evaluation, investigation or disciplinary action and who have a "need to know" about the details of the drug/alcohol evaluation, investigation and disciplinary action. This expectation of confidentiality includes not mentioning the names of employees who are suspected of, or disciplined for, violating this executive order.

IV. DISCIPLINARY ACTIONS

A. If it is determined after the appropriate pre-disciplinary meeting that any of the following situations apply, the employee shall be dismissed even for a first-time violation of this executive order:

1. Members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs that violate their respective departments' prohibitions regarding illegal drugs and alcohol, except as follows:

   a. Employees of the Classified Service, and Deputy Sheriffs who disclose prior on-duty alcohol use, or off-duty illegal drug use, as a means for seeking

treatment may, at the discretion of the Executive Director of Safety or his/her designee, be suspended in lieu of termination and placed on a Stipulation and Agreement.

2. Safety-sensitive members of the Department of Aviation that violate their department's prohibitions regarding alcohol or drug use;

3. The employee has endangered the lives of others, or foreseeably could have endangered the lives of others;

4. The employee refuses to submit to any testing under this executive order including, but not limited to, pre-placement, reasonable suspicion, random, post-accident, return to duty, follow-up or unannounced testing;

5. The employee uses, or attempts to use, a masking agent to alter the sample and/or drug and/or alcohol test results, or uses or attempts to use any other deceptive means to alter the sample and/or drug and/or alcohol test results, including but not limited to, use or attempted use of another person's urine;

6. The employee is required to have a CDL license and either drove/operated a City vehicle or equipment or was only prevented from driving/operating a City vehicle or equipment by the agency's instruction to submit to testing under this executive order;

7. The employee's disciplinary history compels dismissal as a matter of progressive discipline;

8. The employee has refused to enter into a Stipulation and Agreement;

9. The employee has violated the Stipulation and Agreement;

10. The employee violates this executive order for the second time in the employee's career with the City and County of Denver and/or its agencies.

11. The employee possesses and/or uses illegal drugs while on duty.

B. A first-time violation of the alcohol and drug prohibitions contained in Sections I (A) and I (C) of this executive order, which does not result in a dismissal pursuant to Section IV (A), shall result in a lesser disciplinary action in conjunction with a Stipulation and Agreement for treatment.

1. The presumptive disciplinary action shall be a suspension of 30 days in conjunction with a Stipulation and Agreement. No lesser or greater disciplinary action shall be imposed

without the approval of the City Attorney's Office.

C. The level of discipline to be imposed on an employee for driving under the influence of or impaired by alcohol or drugs (DUI/DWAI) offenses not otherwise prohibited by this Executive Order shall be within the discretion of the appointing authority or designee, except that the minimum discipline imposed shall be above the level of a written reprimand. Factors to be considered in determining the level of discipline should include whether the employee has prior DUI/DWAI offenses; the circumstances surrounding the offense; any harm caused by the employee's actions; whether the employee's actions violated other rules, regulations, policies or laws; the nature of the employee's position; and the employee's work and disciplinary history. The appointing authority or designee may offer the employee lesser disciplinary action (above the level of written reprimand) in conjunction with a Stipulation and Agreement.

D. The level of discipline to be imposed for any other violation of this executive order shall be within the discretion of the appointing authority or designee.

E. Stipulation and Agreements

1. Employee assistance counselors provided by the City and County of Denver, or such other substance abuse professional(s) as may be designated, shall conduct an evaluation of the employee and create a treatment plan.

2. Each such agreement shall be in writing and approved by the City Attorney's Office. The City shall offer no employee more than one such agreement during his or her employment with the City.

3. Employees who participate in an inpatient treatment plan may be eligible for FMLA leave.

4. Employees who participate in an inpatient treatment plan shall be allowed to use one (1) day per month of accrued paid leave, if any, to assure continued health coverage.

V. MISCELLANEOUS PROVISIONS

A. Driver's License

It is the responsibility of employees required to drive as part of their assigned duties or job specifications to report to their appointing authority any loss of a driver's license or the restriction of driving privileges, no later than the beginning of the employee's next scheduled shift. Every employee who is required to drive, as part of their assigned duties or job specifications, shall certify that they have a current valid driver's license in accordance with Executive Order 25 as may be amended from time to time.

B. Searches

1. Before any search is conducted, supervisors should contact the City Attorney's Office, Employment and Labor Law Section, for guidance.

2. Management has the right to search City-owned property utilized by employees, e.g., a desk, storage cabinet or City vehicle, when necessary for a non-investigatory work-related purpose such as retrieving a needed file. Additionally, management may search City-owned property utilized by employees, e.g., a desk, file cabinet, locker, or City vehicle, for investigatory purposes based on reasonable suspicion that evidence of misconduct will be found. Management may not search an employee's personal property, e.g., their personal vehicle parked on City property, lunch boxes, briefcases, purses, and backpacks, unless the employee voluntarily consents to such a search.

C. Contracts

1. The prohibitions and responsibilities contained in this Executive Order are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation of the executive order can result in the City's barring contract personnel from City facilities or from participating in City operations.

2. All City contracts shall contain language informing contractors doing work for the City about this Executive Order.

D. Employee Assistance and Department of Safety Psychologists

The City maintains an Employee Assistance Program (EAP) and provides Department of Safety psychologists who offer help to employees who are coping with alcohol, or drug use, or other personal or emotional issues. It is the responsibility of each employee to seek help from the EAP, Department of Safety psychologist or other appropriate health care professionals before alcohol and drug use leads to disciplinary actions.

E. Memorandum to this Order

The City Attorney shall have the authority to amend definitions and drug testing cut-off levels contained in this executive order's Memorandum, from time to time, not to be inconsistent with Colorado statutes and/or the DOT regulations, without obtaining signatures of the Mayor or City Council. For purposes of this executive order, all references to Agency head, Department head or appointing authority will also include the designee of the Agency head, Department head or appointing authority.

Executive Order No. 94 is:
Approved for Legality:

_____ _____
Kristin M. Bronson Michael B. Hancock
City Attorney MAYOR

_____
Kim Day
Executive Director of Aviation

_____
Robert M. McDonald
Executive Director of Public Health and Environment

_____
Brandon Gainey
Executive Director of General Services

_____
Allegra "Happy" Haynes
Executive Director of Parks & Recreation

_____
Eulois Cleckley
Executive Director of Department of Transportation and Infrastructure

_____
Brendan J. Hanlon
Chief Financial Officer

_____
Murphy Robinson
Executive Director of Safety

_____
Don Mares
Executive Director of Human Services

_____
Laura E. Aldrete
Executive Director of Community Planning and Development

MEMORANDUM NO. 94A

TO: **All Agencies Under the Mayor**

FROM: **Mayor Michael B. Hancock**

DATE: **June 1, 2020**

SUBJECT: **STAUTORY PROVISIONS**

This memorandum to Executive Order 94 was originally referred to as an addendum, effective April 10, 1989, amended April 13, 1999, January 10, 2000, March 1, 2000, March 15, 2001 and is hereby continued in effect as amended and retitled as a memorandum this June 1, 2020. This Memorandum No. 94A shall be attached to and become a part of Executive Order 94, dated, June 1, 2020, subject "City and County of Denver Employees' Alcohol and Drug Policy."

I. ALCOHOL PROVISIONS

A. Under the Colorado statutes, as may be amended from time to time, "impaired by alcohol" is defined as having 0.05 grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood), but less than 0.08 grams of alcohol. Under the "influence of alcohol" is defined as having 0.08 or more grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood).

B. Under the DOT regulations, as may be amended from time to time, "under the influence of alcohol" is defined as having 0.04 percent alcohol concentration, or more; as prescribed by state law; or in the event of refusal to undergo such testing as is required by the state or jurisdiction.

DOT regulations, as may be amended from time to time, state that post-accident alcohol testing should be administered within two (2) hours following the accident, but must be administered within eight (8) hours following the accident. ***These DOT time frames shall also apply to testing under the Executive Order unless otherwise specified within this Order.***

II. ILLEGAL DRUG PROVISIONS

A. Illegal drugs, include controlled substances, as defined in Colorado Revised Statutes, and under federal law.

B. "Subject to the effects of an illegal drug" is to be determined consistent with the confirmation test levels established by the DOT regulations, 49 CFR Part 40 § 40.87, as may be amended from time to time:

Marijuana metabolites	15 ng/ml
Cocaine metabolite	100 ng/ml
Opiates:	
Morphine	2,000 ng/ml
Codeine	2,000 ng/ml
6-Acetylmorphine	10 ng/ml
Hydrocodone/Hydromorphone	100 ng/ml
Oxycodone/Oxymorphone	100 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	250 ng/ml
Methamphetamine	250 ng/ml
MDMA/MDA	250mg/nl

DOT regulations, as may be amended from time to time, state that post-accident drug testing should be administered within eight (8) hours following the accident, but must be administered no later than thirty-two (32) hours after the accident. ***These DOT time frames shall also apply to testing under this Executive Order unless otherwise specified within this Order.***

EXECUTIVE ORDER NO. 112

TO: **All Departments and Agencies Under the Mayor**

FROM: **Michael B. Hancock, Mayor**

DATE: **July 23, 2018**

SUBJECT: **Violence in the City Workplace**

Purpose: This Executive Order establishes the policy and procedures to be followed by departments and agencies regarding violence involving employees of the City and County of Denver. The purpose of this Executive Order is to reduce the risk of all forms of violence that impact the workplace. Former Executive Order 112, "Violence in the Workplace," dated October 30, 2006, is hereby cancelled and superseded by this Executive Order No. 112, Violence in the City Workplace, dated, July 23, 2018.

1.0 **Applicable Authority:** The applicable authority relevant to the provisions and requirements of this Executive Order No. 112, are found in Section 2.2.10 (A) & (C) of the Charter of the City and County of Denver, 2013 revised.

2.0 **Policy:** Violence has no place in any of the City and County of Denver's work locations or at any City-sponsored event, and is strictly prohibited. Moreover, violence committed by employees of the City and County of Denver, whether on-duty or off-duty, reflects poorly on the City and County of Denver and is strictly prohibited. A common form of violence is domestic or family violence, which also is strictly prohibited when the City's employees are the perpetrators of such violence.

Domestic and Family Violence: The City shall endeavor to prevent and reduce the effects of domestic and family violence in the workplace. There are at least four ways domestic and family violence can impact the workplace: (1) a perpetrator of domestic or family violence is employed by the City; (2) a victim of domestic or family violence is employed by the City; (3) an act of domestic or family violence occurs in a City work location or at a City-sponsored event, or (4) an act of domestic or family violence is committed through use of City equipment or property (e.g., phone, computer, car) to harass, threaten, disturb, or intimidate another individual. The City is committed to providing support to victims of domestic and family violence as appropriate, and not tolerating perpetrators of domestic and family violence.

Bringing any kind of weapon to a City work location or a City-sponsored event is strictly prohibited, unless an employee is required to carry a weapon as part of his/her City position. This prohibition includes the possession of weapons in violation of federal, state, or local law.

City employees who perpetrate violence, whether on-duty or off-duty, or who bring a weapon to a City work location or a City-sponsored event, or otherwise violate this Executive Order may be subject to disciplinary action, up to and including dismissal, and possible criminal action. The failure of a managerial or supervisory employee to comply with or enforce this Executive Order may result in disciplinary action against the manager or supervisor, up to and including dismissal.

City employees who violate a valid court order issued by any court of record within the United States of America that prohibits conduct, limits physical movement, or regulates child custody, or who otherwise violate this Executive Order may be subject to disciplinary action, up to and including dismissal, as well as possible criminal action. For an employee to be found in violation of this Executive Order for violating a court order, the agency must possess information that the employee was personally served with such order or otherwise acquired from the court actual knowledge of the contents of any such order.

Examples of unacceptable behavior prohibited by this Executive Order include, but are not limited to, the following:

a. Intimidating, threatening or hostile behaviors, physical assault, vandalism, arson, sabotage, unauthorized use of weapons, bringing weapons onto City property (unless authorized as part of one's job, *e.g.,* a police officer or deputy sheriff) or other acts of this type which are clearly inappropriate in the workplace or which reflect poorly on the City when committed off-duty or outside of the workplace.

b. Jokes or comments regarding violent acts, which are reasonably perceived to be a threat of harm.

c. Encouraging others to engage in behaviors prohibited by this policy.

d. Use of any city property (e.g., phone, computer, agency letterhead, etc.) at any time to harass, threaten, disturb, or abuse someone including a person with whom there is an "intimate relationship" as defined below, or who is a family member.

e. Intimidating, threatening, assaulting, harassing, disturbing, or abusing any

City employee or person, including any such person with whom there is an "intimate relationship" as defined below, or who is a family member.

f. Any retaliation against a person who reports, initiates a complaint or makes an inquiry about behaviors that may violate this Executive Order.

g. Any act of domestic violence or family violence that results in the issuance of a permanent Protection Order or a criminal charge or conviction under federal, state, or local law.

3.0 **Definitions:**

Violence is defined as, but not limited to:

(a) the actual or attempted: physical assault, beating, improper touching, striking, shoving, kicking, grabbing, stabbing, shooting, punching, pushing, rape, use of a deadly weapon; or

(b) the actual or attempted: threatening or abusive behavior (physical or verbal), intimidation, harassment, obscene or harassing telephone calls or electronic communications, (including, but not limited to, text messages, emails, or social media posts), shouting at, restricting one's physical movement, stalking.

Domestic violence is defined as an act or threatened act of violence upon a person with whom the perpetrator is or has been involved in an intimate relationship, meaning a relationship between current or former spouses; unmarried couples who: live together or previously lived together, are or were engaged to be married, or are dating or previously dated; or who are parents of the same child, regardless of whether they have been married or lived together at any time.

Family violence is defined as an act or threatened act of violence upon a person with whom the perpetrator is or has been related to by blood or marriage, including but not limited to the perpetrator's parents, grandparents, siblings, in-laws, children, and grandchildren.

Weapon is defined as a device, instrument, material or substance used for, or which can cause death or bodily injury, or damage to property. Weapons include, but are not limited to: an explosive or an explosive weapon, a device principally designed, made or adapted for delivering or shooting an explosive weapon, a machine gun, a rifle or shotgun, a handgun, a firearm silencer, stun gun (commonly known as a Taser), a switchblade knife or any other type of knife, brass knuckles, or any other implement for infliction of bodily injury or damage to

property, which has no common lawful purpose. Pocket knives or knives used solely for eating, food preparation or food distribution, are not considered "weapons" for purposes of this Executive Order unless used to inflict bodily injury or damage to property.

4.0 **Disciplinary Action:** Any violation of this policy by employees, including a first offense, may result in disciplinary action, up to and including dismissal. Failure of a supervising employee to comply with or enforce a violation of this policy may result in disciplinary action against the supervisor, up to and including dismissal. Any deliberate, unwarranted allegations of a violation of this policy may be viewed as an attempt to disrupt city operations and may result in disciplinary action.

5.0 **Limitation on Liability:** The provisions contained in this Executive Order do not create or constitute any contractual rights between or among the City and County of Denver, its employees and any third party. This Executive Order is intended to set forth the policy of the City and County of Denver, without creating additional liability against the City.

6.0 **Memorandum Attachments**: The procedure(s) for implementing this Executive Order shall be defined by Memorandum Attachments to the Executive Order, which shall become a part of the Executive Order. Further, the City Attorney's Office is responsible for the content of this Executive Order and shall have the authority to issue policy and procedure Memorandum Attachments relative to this Executive Order through the Executive Order Committee.

Approved for Legality:

Kristin M. Bronson
City Attorney for the City and
County of Denver

Approved:

Michael B. Hancock
Mayor

Kim Day
Chief Executive Officer of Aviation

Robert McDonald
Executive Director of Public Health and
Environment

Murphy Robinson
Executive Director of General Services

Allegra "Happy" Haynes
Executive Director of Parks and
Recreation

Eulois Cleckley
Executive Director of Public Works

Brendan Hanlon
Chief Financial Officer

Troy Riggs
Executive Director of Safety

Donald Mares
Executive Director of Human Services

Brad Buchanan
Executive Director of Community Planning and Development

MEMORANDUM NO. 112A

TO: **All Departments and Agencies Under the Mayor**

FROM: **Michael B. Hancock, Mayor**

DATE: **July 23, 2018**

SUBJECT: **Agency/Management Responsibilities Under the Executive Order:**

This Memorandum shall be attached to and become a part of Executive Order No. 112 dated, July 23, 2018 subject "Violence in the City Workplace."

Purpose: The impact of violence on the work environment can occur in numerous ways. For example, if the employee is a perpetrator of domestic or family violence s/he may use work time on the job to harass or stalk the victim. This employee may also require work coverage due to court appearances or incarceration. If the employee is a victim of domestic or family violence, the employee may be harassed at work through unwanted telephone calls, emails, texts, and/or visits from the perpetrator. Extensive absenteeism (from abuse or court appearances) and/or tardiness (abusers will often make victims late for work as a part of his/her control) can also occur. The abuser may call and harass co-workers or the victim's supervisor, in an attempt to locate the victim or have the victim terminated. If both the victim and abuser work for the City, the perpetrator may have easier access to the victim and use that ability to harass, abuse, embarrass, and/or retaliate against the victim.

1.0 **Management Responsibility – When an Incident of Workplace Violence Occurs or is Imminent - Emergency Situation:**

Every manager and supervisor is responsible for the following upon becoming aware or receiving notice that an act of violence or other violation of this Executive Order is occurring or about to occur in the workplace which is reasonably believed to present an emergency situation:

a) Call 9-1-1 if immediate intervention is or may be necessary to prevent death or bodily injury, or damage to property. Do not try to physically intervene unless reasonably necessary to protect someone from imminent death or bodily injury.

b) Notify building security and follow any necessary safety measures.

c) Inform any personnel who may be in direct or indirect danger of the situation and direct them to leave their work area if there is pending danger.

d) Unless the victim refuses or the perpetrator has been arrested, have the police or security escort the victim to his/her vehicle or other mode of transportation when the victim leaves work.

e) Seek medical assistance for any victim (or perpetrator) who is injured or ill.

f) When the situation is no longer an emergency, follow the steps listed in Section 2.0 below as appropriate to the circumstances.

2.0 **Management Responsibility - When Violence or Other Violation of this Executive Order in the Workplace Occurs or is Threatened in a Non-Emergency Situation:**

Every manager or supervisor who is aware of or notified that an act of violence or violation of this Executive Order has occurred or has been threatened that is not reasonably believed to present an emergency situation should take the following steps:

a) Inquire if the alleged victim is injured or in any perceived danger or in fear of any sort of retaliation by the abuser. If appropriate, seek medical assistance for the victim, contact law enforcement, and/or take reasonable steps to ensure the victim's safety until other measures can be taken.

b) Notify higher level supervisors or managers and a human resources representative of the incident.

c) Refer the matter to law enforcement or human resources personnel for an investigation as appropriate. Do not question or interview the alleged perpetrator or the alleged victim about the incident without first contacting the agency's human resources representative or the Employment Law Section of the City Attorney's Office for guidance.

d) Consider whether a protection order should be obtained by the agency pursuant to C.R.S. §13-14-101, et. seq. Contact the City Attorney's Employment Law Section for guidance and assistance regarding a protection order.

e) If appropriate, suggest that the victim contact the City's employee assistance provider (currently Guidance Resources), the City Attorney's Victim Resource Program, the Rose Andom Center (a facility dedicated to assisting victims of domestic violence), or the Victim's Assistance Unit of the Denver Police Department (or other appropriate local law enforcement agency) for appropriate referrals, safety planning, counseling, information on domestic or family violence, information

regarding criminal charges resulting from the violence, and support services. Below is the current contact information for the providers/resources identified above:

Guidance Resources: **877-327-3854**
City Attorney's Victim Resource Program: **720-913-8020**
Rose Andom Center: **720-337-4400**
DPD's Victim's Assistance Unit: **720-913-6035**
City Attorney's Employment Law Section: **720-913-3125**

f) If the victim employee has met with a victim's assistance program and a safety plan is created for the workplace, the supervisor should review the safety plan and institute any necessary and appropriate changes that are practicable within the workplace.

g) Maintain confidentiality regarding the incident unless there is concern about the welfare and safety of others, or unless the agency is legally required to disclose the information. Share information about a workplace violence incident only on a need to know basis. Contact the City Attorney's Office's Employment Law Section or the City Attorney's Victim Resource Program for guidance.

h) If appropriate to the circumstances, offer flexibility in the employee's work schedule, change in telephone extension (unless it is the agency's main phone line), and/or screening of phone calls, and if possible a change in work station location.

i) Notify security if the perpetrator is harassing the victim while at work or causing problems for the agency. If possible, provide a picture of the perpetrator to security or local law enforcement notifying them of the current situation. Be sure to also provide security or local law enforcement with copies of any protective orders.

j) Honor all protective orders issued by a court. If the perpetrator violates the victim's protective order, encourage the victim to call the police. If the perpetrator violates the agency's protective order notify the police immediately, and contact the Employment Law Section of the City Attorney's Office.

k) If the victim is in need of time off to take care of issues that may arise due to the abusive situation, and has accrued leave, all accommodations should be made to allow the victim to take the necessary time off. By law, the supervisor is required in some circumstances to authorize up to three days leave even if the victim has no accrued leave (C.R.S. §24-34-402.7). If no

leave is available to the victim, the agency shall authorize leave without pay pursuant to Career Service Rule 11. The law also prohibits an employer from penalizing certain victims of domestic violence from taking up to three days leave, paid or unpaid, to get a restraining order, obtain medical care or counseling, locate safe housing, or prepare for or attend legal proceedings. In addition, the City encourages supervisors and managers to support employees who are victims of domestic violence by allowing them to adjust their work schedules and/or providing them with paid or unpaid leave beyond the three days as needed so that they can obtain necessary medical care, counseling, or legal assistance.

l) Continue to check in with the employee as appropriate and ask that s/he keep you informed of any developments that may impact his/her work or the workplace.

m) Treat alleged victims with respect and compassion. Treat alleged perpetrators fairly.

n) Follow any internal agency procedures enacted to address workplace violence issues.

o) Document what actions were taken by the agency in response to the incident.

3.0 **Management Responsibilities: If a Supervisor Learns or Suspects that an Employee is Being Abused Outside of the Workplace.**

Every manager or supervisor who learns or suspects that an employee is being abused at home or otherwise outside of the workplace is responsible for the following:

a) Do not ignore the situation. Talk to the employee about your concerns following the guidelines below or contact a human resources representative for guidance and assistance.

b) When talking to an employee who you suspect may be a victim of domestic abuse, ask simple and direct questions such as "is someone hurting you at home?" or "how did you get those bruises?" Do not exert pressure on the employee to disclose the possible abuse or the identity of the abuser. Be sure to express concern and support for the employee, and let him or her know that you are one of many resources available if needed. Consider calling the City's employee assistance provider (currently Guidance Resources), the City Attorney's Victim Resource Program, the Rose Andom Center (a facility dedicated to assisting victims of domestic violence) or the Denver Police Department's Victim's Assistance Unit (or other appropriate local law enforcement agency) for guidance on what to ask or say under these sensitive

circumstances. Contact information for these providers is listed above in Section 2.0.

c) Do not give the employee advice about the abusive relationship or steps the employee should take to address the abuse, and do not express or demonstrate frustration with the employee's actions or inactions. Do not make critical comments about the perpetrator or impose requirements on the employee or the perpetrator that may put the employee at greater risk.

d) Document your concerns and what actions were taken.

e) If you have questions about related court proceedings or the process for obtaining a restraining order on behalf of the agency, call the Employment Law Section of the City Attorney's Office or the City Attorney's Victim Resource Program for assistance.

f) Follow other applicable guidelines set forth in Section 2.0 of this Section.

4.0 **Management Responsibilities: If a Supervisor Learns or Suspects that an Employee is the Perpetrator of Abuse:**

Every manager or supervisor who learns or suspects that an employee has engaged in an act of violence or otherwise violated this Executive Order, or is the subject of a restraining order or been arrested, charged or convicted of a crime of violence, including domestic or family violence, is responsible for the following:

a) Contact law enforcement if a crime may have been committed that has not been reported.

b) Consider placing the employee on investigatory leave pending the outcome of any criminal proceedings and/or the investigation of a violation of this Executive Order. Contact the agency's human resources representative or the Employment Law Section of the City Attorney's Office for advice on appropriate steps.

c) Do not question or interview the alleged perpetrator or the alleged victim about the incident without first contacting the agency's human resources representative or the Employment Law Section of the City Attorney's Office for guidance regarding any investigative steps that may need to be conducted.

d) Impose discipline for any violations of the Executive Order, the Career Service Rules, or other City or agency policies, up to and including dismissal.

e) If an employee is the subject of a restraining order, or is arrested or charged with a crime of violence, including domestic or family violence, the supervisor should notify the employee of his/her responsibility to keep the agency informed of the outcome of his/her case. If the employee is charged or convicted of the crime, disciplinary action should be considered, and taken, if appropriate.

f) If domestic violence counseling is required as a part of any disciplinary actions, the treatment provider must be state approved to provide domestic violence counseling. The Domestic Violence Offender Management Board website provides an up-to-date list of state-approved domestic violence treatment providers.

g) Always maintain that there is no excuse for violence.

h) Document all instructions given to the employee and all actions taken with regard to the potential violation of this Executive Order.

MEMORANDUM NO. 112B

TO: **All Departments and Agencies Under the Mayor**

FROM: **Michael B. Hancock, Mayor**

DATE: **July 23, 2018**

SUBJECT: **Employee Responsibilities Under the Executive Order:**

This Memorandum shall be attached to and become a part of Executive Order No. 112 dated, July 23, 2018 subject "Violence in the City Workplace."

1.0 **Employee Responsibility – When an Incident of Workplace Violence Occurs or is Imminent - Emergency Situation:**

Every employee who is aware of or learns that an act of violence or violation of this Executive Order is occurring or about to occur in the workplace is responsible for the following immediate steps:

a) Call 9-1-1 if there is an immediate emergency. Do not try to physically intervene unless reasonably necessary to protect someone from imminent death or bodily injury. Make every attempt to remove yourself from the dangerous situation as quickly as possible.

b) If possible, immediately call 9-1-1 and notify a supervisor and/or building security.

c) If possible, notify other personnel who may be in direct or indirect danger.

2.0 **Employee Responsibility – When Violence or Other Violation of this Executive Order in the Workplace Occurs or is Threatened in a Non-Emergency Situation:**

Every employee who is aware of or learns that an act of violence or violation of this Executive Order has occurred or been threatened that is not reasonably believed to present an emergency situation is responsible for the following:

a) Promptly notify his/her supervisor or other agency manager, the agency's safety coordinator or a human resources representative.

b) Cooperate in any investigation that may be undertaken.

c) Respect the privacy of co-workers and others involved in a violence incident.

d) Promptly report to his/her immediate supervisor if the employee learns or suspects that a co-worker is the subject of a restraining order or has been charged with a crime, or otherwise has any pending criminal charges against him or her.

3.0 **Employee Responsibility - If an Employee Learns or Suspects that a Co-Worker is being Abused Outside of the Workplace:**

Every employee who learns or suspects that another employee is being abused outside of the workplace is responsible for the following:

a) Notify a supervisor or a human resources representative of your concerns or talk to the co-worker directly and, if appropriate, suggest s/he speak to a supervisor or manager, a human resources representative, the City's employee assistance provider (currently Guidance Resources), the City Attorney's Victim Resource Program, the Rose Andom Center (a facility dedicated to assisting victims of domestic violence), or the Denver Police Department's Victim's Assistance Unit (or other appropriate local law enforcement agency) for assistance and guidance. Below is the current contact information for the resources identified above:

Guidance Resources: **877-327-3854**
City Attorney's Victim Resource Program: **720-913-8020**
Rose Andom Center: **720-337-4400**
DPD's Victim's Assistance Unit: **720-913-6035**

b) If the co-worker denies being abused, or acknowledges being abused but declines to report the abuse or speak with the resources identified above, consider reporting your concerns and the co-worker's response to a supervisor or a human resources representative. Do not exert pressure on the co-worker to acknowledge the abuse or identify the perpetrator.

c) If the co-worker reports that the perpetrator may try to harm him or her at work or may harm other employees, family members, or other individuals, report this information immediately to a supervisor or human resources representative.

4.0 **Employee Responsibility – If the Employee is a Victim or Alleged Perpetrator of Violence or Abuse, or is the Subject of a Protective Order or is Charged with a Crime of Violence.**

a) An employee who is a victim of violence in the workplace or of domestic or family violence is encouraged to report the incident or abuse to his/her supervisor or a human resources representative. An employee who obtains a protective order against another employee is required to report such information to his/her supervisor or a human resources representative. An employee who obtains a

protective order against a person who is not a City employee is encouraged to report such information to his/her supervisor, the agency's safety officer, or a human resources representative.

b) An employee who is the subject of a Protective Order must report such information to his/her immediate supervisor as soon as possible, but no later than three (3) calendar days after the employee is first notified of the Protective Order. The employee must also keep his/her immediate supervisor apprised of the status of the Protective Order and all related court proceedings. An employee who is the subject of a Protective Order issued on behalf of another City employee must abide by all restrictions that may be put in place to prevent any intentional or unintentional violations of the Protective Order from occurring in the workplace

c) An employee who is charged with a crime of violence, including a crime of domestic or family violence, must report such information to his/her immediate supervisor as soon as possible, but no later than three (3) calendar days after the date of arrest. The employee must also keep his/her immediate supervisor apprised of the status of the criminal case, including advanced notice of court proceedings that the employee is required to or may attend.