

**ILLINOIS VALLEY**  
***FIRE***  
**DISTRICT**

ILLINOIS VALLEY RURAL  
FIRE PROTECTION DISTRICT

## Employee Handbook

Effective Date: 2/26/2026

Supersedes: 1/12/2026



# Table of Contents

## Employee Handbook

---

### Illinois Valley Rural Fire Protection District

<b>INTRODUCTION .....</b>	<b>1</b>
WELCOME TO ILLINOIS VALLEY RURAL FIRE PROTECTION DISTRICT! .....	2
OUR HISTORY .....	3
ABOUT THIS HANDBOOK .....	5
<b>EMPLOYMENT POLICIES .....</b>	<b>7</b>
EMPLOYMENT RELATIONSHIP .....	8
<i>Equal Employment Opportunity</i> .....	8
<i>Absolute Right of Work Stoppage or Slowdown</i> .....	8
ANTI-NEPOTISM POLICY .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<i>Purpose</i> .....	10
<i>General</i> .....	10
<i>Definition of Nepotism</i> .....	10
<i>Reporting and Disclosure</i> .....	10
<i>Prohibited Actions and Supervisory Relationships</i> .....	11
<i>Disciplinary Action</i> .....	11
AMERICANS WITH DISABILITIES ACT .....	12
<i>Pregnancy Accommodation Policy</i> .....	12
HARASSMENT .....	14
<i>Reporting Incidents of Harassment</i> .....	15
<i>External Complaint Procedure</i> .....	15
<i>Employment Agreements</i> .....	15
<i>Additional Employee Support Services</i> .....	16
WORKPLACE PROFESSIONALISM .....	17
CORRECTIVE ACTIONS .....	18
DISPUTE RESOLUTION .....	19
<i>Scope</i> .....	19
<i>Informal Problem Resolution</i> .....	19
<i>Dispute Resolution Procedures</i> .....	19
EMPLOYMENT .....	21
<i>Physical Examination</i> .....	21
<i>Driving Record</i> .....	21
RECRUITMENT .....	22
<i>Job Postings</i> .....	22
<i>Veterans Preference</i> .....	22
<i>Application Process</i> .....	23
<i>Internal Job Posting</i> .....	23
<i>External Job Posting</i> .....	23
<i>Interviews or Screening Process</i> .....	24
<i>Reference Checks</i> .....	24
<i>Conditional Job Offer</i> .....	24
<i>Final Job Offer</i> .....	24
<i>New Employee Orientation</i> .....	24
<i>Introductory Period</i> .....	25
<i>Promotions and Transfer Training Period</i> .....	25
<i>Re-employment/Re-establishment</i> .....	25
<i>Employment/Volunteer Classifications</i> .....	25
<i>Employment Eligibility</i> .....	27

EMPLOYMENT RECORD KEEPING .....	28
<i>Access to Personnel Files</i> .....	28
<i>Change in Personal Data</i> .....	28
<b>EMPLOYMENT RELATIONS AND CONDUCT .....</b>	<b>29</b>
ETHICS .....	30
<i>Public Officials</i> .....	30
<i>Gifts</i> .....	30
<i>Use of Official Position or Office</i> .....	30
<i>Honoraria</i> .....	31
<i>Financial Interest in Public Contracts</i> .....	31
CONFIDENTIALITY .....	33
<i>Organization and Customers</i> .....	33
<i>Employee Records</i> .....	33
NON-DISCLOSURE & CONFIDENTIALITY POLICY .....	35
<i>Purpose</i> .....	35
<i>Scope</i> .....	35
<i>Confidential Information Defined</i> .....	35
<i>Obligations of Members</i> .....	35
<i>Prohibited Disclosures</i> .....	35
<i>Post-Separation Conduct</i> .....	36
<i>Legal &amp; Regulatory Compliance</i> .....	36
<i>Violations &amp; Discipline</i> .....	36
WORKPLACE RULES .....	37
WHISTLEBLOWER PROTECTIONS .....	38
COMMAND STRUCTURE .....	39
<i>Chain of Command</i> .....	39
<i>Orders by Supervisors</i> .....	39
<i>Behavior toward Officers</i> .....	39
<i>Board Contact</i> .....	39
MEMBER CONDUCT .....	40
<i>Situations Not Covered by Policy</i> .....	40
<i>District Right to Conduct Reasonable Searches</i> .....	40
<i>Employee Duty to Read E-Mails or Other Communications</i> .....	40
<i>Solicitations</i> .....	40
<i>District Apparatus and Personal Vehicles</i> .....	40
<i>Care and Use of District Property – Theft of Member Property</i> .....	41
<i>Conflicts of Interest</i> .....	42
<i>Personal Gain Prohibited</i> .....	42
<i>Attendance and Punctuality</i> .....	42
<i>Bloggng, Letters to the Editor and Other Forms of Public Expressions of Opinion</i> .....	42
<i>Public Relations/Press Releases</i> .....	43
<i>Off-Duty Activities</i> .....	43
STANDARDS OF APPEARANCE .....	44
<i>General</i> .....	44
<i>Uniform</i> .....	44
COMMUNICATION AND SOFTWARE SYSTEMS .....	48
<i>Electronic Communications Systems</i> .....	48
<i>Electronic Mail System</i> .....	48
<i>Organization-owned Personal Computers</i> .....	49
<i>Use of Internet, Virtual Private Network, and Commercial Online Systems</i> .....	49
<i>Social Media and Networking</i> .....	50
<i>Business Use</i> .....	50
<i>Monitoring</i> .....	50
<i>Protection</i> .....	51
<i>Prohibited Conduct</i> .....	51
<i>Telephone Usage</i> .....	51
<i>Voice Mail System</i> .....	51
<i>Cell Phones</i> .....	51

PERFORMANCE MANAGEMENT AND REVIEW .....	53
<b>COMPENSATION .....</b>	<b>54</b>
PAY ADMINISTRATION .....	55
<i>Salary Placement Upon Hire</i> .....	55
<i>Salary upon Promotion</i> .....	55
<i>Salary upon Demotion</i> .....	55
<i>Pay Increases</i> .....	55
PAY PRACTICES .....	56
<i>Paydays</i> .....	56
<i>Pay Statements</i> .....	56
<i>Payroll Deductions</i> .....	56
<i>Pay Advances</i> .....	56
<i>Method of Payment and Delivery of Paychecks</i> .....	57
<i>Employee Withholding Allowance Certificates (Form W-4)</i> .....	57
<i>Time Records for Non-Exempt Employees</i> .....	57
<i>Time Records for Exempt Employees</i> .....	57
<i>Overpayments</i> .....	57
<i>Dispute Resolution Process for Paycheck Errors</i> .....	58
<i>Final Paycheck</i> .....	58
EXEMPT AND 40 HOUR EMPLOYEES .....	59
<i>Hours of Work and Work Schedules</i> .....	59
<i>Organization Hours</i> .....	59
<i>Work Schedules</i> .....	59
<i>Overtime</i> .....	59
<i>Recall of Off-Duty Employees</i> .....	59
<i>Meal and Rest Periods</i> .....	59
<i>Inclement Weather and Emergency Closures</i> .....	59
<i>Holiday Compensation</i> .....	60
<i>Eligibility</i> .....	60
<i>Vacation</i> .....	60
<i>Request</i> .....	61
<i>Compensatory Time</i> .....	61
SHIFT BASED CAREER FIREFIGHTERS .....	62
<i>56 Hour Employee</i> .....	62
<i>56 Hour Work Shift Normal Workday</i> .....	62
<i>Meal Periods</i> .....	62
<i>Rest Periods</i> .....	62
<i>Overtime</i> .....	62
<i>Callback</i> .....	62
<i>Mandatory Overtime</i> .....	63
<i>Holiday Compensation</i> .....	64
<i>Shift Trade</i> .....	65
<i>Voluntary Early / Late Relief</i> .....	66
<i>Vacation</i> .....	66
<i>Compensatory Time</i> .....	68
<i>Uniforms and Equipment</i> .....	68
<i>Probationary Period</i> .....	68
<i>Physical Fitness</i> .....	68
<i>Training</i> .....	68
OTHER BREAKS .....	70
<i>Heat Illness Prevention Breaks</i> .....	70
<i>Lactation Breaks</i> .....	70
<i>Social and Recreational Activities</i> .....	70
INCURRED EXPENSES AND REIMBURSEMENT .....	71
<i>Expense Reimbursement Procedure and Reports</i> .....	71
<i>Credit Card Payment</i> .....	71
<i>Overnight Travel and Meal Expense Reimbursement</i> .....	71
<i>Meal Reimbursement Limits</i> .....	71

<i>Exceeding meal reimbursement limits</i> .....	71
<i>Alcoholic Beverages</i> .....	71
<i>Transportation Expense Reimbursement</i> .....	72
<i>Spouse/Guest Expense Reimbursement</i> .....	72
EDUCATIONAL AND TRAINING ASSISTANCE .....	73
<i>Educational and Training Assistance</i> .....	73
<i>Compensation for Attending Training, Conferences and Meetings</i> .....	73
<i>Travel Time</i> .....	74
<i>Leave for Involvement in Child's Academic Activities</i> .....	74
<i>Volunteer and Student Benefits</i> .....	75
PAY EQUITY .....	76
<b>BENEFITS</b> .....	<b>77</b>
PURPOSE AND POLICY .....	78
<i>Benefit Design and Modification</i> .....	78
<i>Benefit Plan Documents</i> .....	78
HEALTH INSURANCE BENEFIT .....	79
<i>Eligibility</i> .....	79
<i>Plan Enrollment</i> .....	79
<i>Termination of Coverage</i> .....	79
<i>Portability/Conversion of Health Plan</i> .....	80
DENTAL INSURANCE BENEFIT .....	81
<i>Eligibility</i> .....	81
<i>Cost</i> .....	81
OTHER INSURANCE BENEFITS .....	82
<i>Group Life Insurance</i> .....	82
<i>Short-Term &amp; Long-Term Disability</i> .....	82
SICK LEAVE .....	83
<i>Purpose</i> .....	83
<i>Eligibility and Use</i> .....	83
<i>Notification of Inability to Work</i> .....	83
<i>Accrual</i> .....	83
<i>Utilization</i> .....	83
<i>Dependent Care</i> .....	84
<i>Personal Illness</i> .....	84
<i>Medical Appointments</i> .....	84
<i>Verification and Documentation</i> .....	84
<i>Concurrent Leaves</i> .....	84
<i>Medical Certification</i> .....	85
<i>Donating Sick Time</i> .....	85
<i>Abuse of Sick Leave</i> .....	85
<i>Return to Work</i> .....	85
<i>Administrative Authority</i> .....	85
OTHER BENEFITS .....	87
<i>Retirement Benefits</i> .....	87
<i>Unemployment Insurance</i> .....	87
<i>Workers' Compensation Insurance</i> .....	87
<b>LEAVES OF ABSENCE</b> .....	<b>88</b>
LEAVE OF ABSENCE POLICY .....	89
BEREAVEMENT LEAVE .....	90
CIVIC DUTY LEAVE .....	91
<i>Jury or Witness Duty Leave</i> .....	91
<i>Voting Leave</i> .....	91
CRIME VICTIMS' LEAVE .....	92
<i>Safety Measures</i> .....	92
<i>Eligibility</i> .....	92
<i>Length of Leave</i> .....	92
<i>Request Procedure</i> .....	92

<i>Pay While on Leave</i> .....	92
<i>Status of Benefits</i> .....	92
DOMESTIC VIOLENCE LEAVE.....	93
<i>Eligibility</i> .....	93
<i>Types of Services/Treatment</i> .....	93
<i>Length of Leave</i> .....	93
<i>Request Procedure</i> .....	93
<i>Safety Measures</i> .....	93
<i>Pay While on Leave</i> .....	93
<i>Status of Benefits</i> .....	93
FAMILY AND MEDICAL LEAVE ACT (FMLA) .....	94
OREGON FAMILY LEAVE ACT (OFLA) .....	94
PAID LEAVE OREGON .....	94
<i>Cost</i> .....	94
<i>Eligibility</i> .....	94
<i>Length of leave</i> .....	95
<i>Reasons for leave</i> .....	95
<i>Insurance benefit while on leave</i> .....	95
<i>Use of accrued leaves when on PLO</i> .....	95
<i>Notification of the need for leave</i> .....	95
<i>Filing a Claim for coverage</i> .....	96
<i>Job and Benefit Protection while on leave</i> .....	96
<i>Complaints Procedure</i> .....	96
LEAVE TO DONATE BONE MARROW .....	97
<i>Eligibility</i> .....	97
<i>Length of Leave</i> .....	97
<i>Request Procedure</i> .....	97
<i>Status of Benefits</i> .....	97
UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT .....	98
<i>Eligibility</i> .....	98
<i>Length of Leave</i> .....	98
<i>Request Procedure</i> .....	98
<i>Pay While on Leave</i> .....	98
<i>Status of Benefits</i> .....	98
<i>Reinstatement</i> .....	98
ABSENT WITHOUT LEAVE.....	100
<i>Absent Without Leave (AWOL)</i> .....	100
<i>Notification Requirements</i> .....	100
<i>Operational Impact</i> .....	100
<i>Investigation Process</i> .....	100
<i>Progressive Discipline</i> .....	101
<i>Job Abandonment</i> .....	101
<i>Distinction From Protected Leave</i> .....	101
<b>HEALTH AND SAFETY .....</b>	<b>103</b>
EMPLOYEE HEALTH AND SAFETY .....	104
<i>Early Return to Work Program</i> .....	104
<i>Return to work policy</i> .....	105
<i>Return to work policy; non-job-related injury or illness</i> .....	106
<i>Use of tobacco or tobacco products (to include vaping) in the Workplace</i> .....	106
<i>Employee Right to Know/Hazard Communication Program</i> .....	106
SUBSTANCE AND ALCOHOL .....	108
MEDICATION USE AND FITNESS FOR DUTY.....	110
WORKPLACE VIOLENCE.....	115
<i>Special Deputy Status</i> .....	116
EMERGENCY PREPAREDNESS .....	117
<b>EMPLOYMENT SEPARATION .....</b>	<b>118</b>
SEPARATION FROM EMPLOYMENT .....	119

*Resignation*..... 119  
*Job Abandonment*..... 119  
*Job Elimination, Reduction in Work Hours*..... 119  
*Discharge*..... 119  
*Exit Interview* ..... 120  
*Return of Organization Property*..... 120  
**HANDBOOK RECEIPT ACKNOWLEDGMENT FORM** ..... 122

# **INTRODUCTION**

# **WELCOME TO ILLINOIS VALLEY RURAL FIRE PROTECTION DISTRICT!**

---

We are happy to welcome you to Illinois Valley Rural Fire Protection District – we are glad you have joined us! We take pride in selecting people such as you to join our organization, and we genuinely believe you will be a positive addition to our most important asset – our employees.

We hope you will enjoy a productive and pleasant association with us. We have created a work environment, compensation and benefits program, and interactive culture that we believe fosters positive work relationships. We expect that you will enhance the atmosphere by contributing your best efforts in whatever is asked of you.

We believe that you can contribute significantly to our success and want you to share in the growth of our future. We also feel that the best way to help you achieve this is to help you understand our organization and your role in it. This Handbook has been prepared as a guide to give you a better understanding of the organization's policies, procedures, and practices. Please familiarize yourself with its contents and keep it handy for reference.

Our organization values two-way communication, and our “open door” policy encourages you to ask questions if there are policies or procedures you do not understand. We welcome your ideas and suggestions for ways to improve our operations and services or to save unnecessary costs during your employment with us.

Again, welcome to our team. We wish you success in your new position and truly value you and the contribution you make during your employment with us. We hope you will like it here.

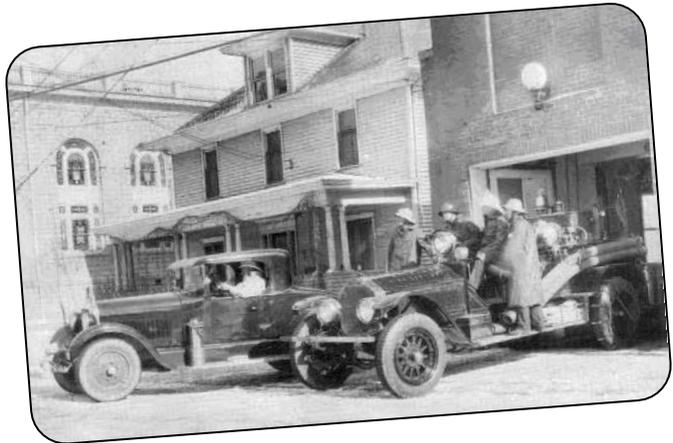
Fire Chief John Holmes

## OUR HISTORY

---

The history of any organization is more than just a recitation of dates and facts. This is especially true of a fire department. If dates and facts told the story, then the history of the Illinois Valley Fire District would read, "Initially formed by farmers in June, 1954, and still in existence today, just with more equipment and a few more men and women." However, the events that drove the creation of an organization and that organization's reaction to events and the passing of time are both legacy and history. The character of an organization is obvious to all of us in the present, but the events and challenges of the past are what shape that character. A fire department is shaped from within; new firefighters (rookies) are trained by the veterans of the department, not only in firefighting technique, but also in the honourable discharge of the duties they are entrusted with. The welfare and character of the Department is an unbroken chain passed from chief to chief, beginning with the first Fire Chief, and currently entrusted to Fire Chief John Holmes. The past and the present are inexorably linked and by examining the past, we can better appreciate the present and anticipate the future. The history of the Illinois Valley Fire District is one that goes from pails to pumpers.

The Illinois Valley was, in the early twentieth century, typical of most towns of that era. The buildings in the city's business district were mostly cheaply built frame structures, haphazardly constructed, and situated in the downtown area of Cave Junction. The existence of building code enforcement was some time off and construction was unregulated. Fire protection was not organized, but the citizens participated in an informal "bucket brigade," since a fire in one part of town could quickly spread and endanger other areas. Realizing the possibility of damage from a conflagration, the citizens assembled to provide for fire protection to the city, and surrounding communities essentially the Illinois Valley Fire District was born. The community purchased the first hose reel with hose, fire hose, and other firefighting equipment for the sum of \$1,000.00. The fire equipment arrived and the construction of what was to be the city's first fire station began in 1953. A site on Caves Hwy was chosen for the construction of the 24' x 12' building that was to house the firefighting equipment. Now that the equipment was in place it was time to formally organize a group to use it. This task fell to the



citizens to organize a volunteer company. The final piece of the puzzle fell into place when the city's fire bell arrived. The bell was to be used as a signalling device to summon the volunteers to the station and alert the community in the event of a fire. Soon thereafter a town hall siren was installed as the fire alert device.

Hose carts and bucket brigades were no longer the appropriate means of fire protection for a modern community fire department in the fifties, so the Fire District rented from Coast Apparatus an early 1954 Ford gas powered pumper, the cost to rent this engine was \$40.00 per month. It is unknown how long this engine was in service. In August 1956 the Department purchased a 1929 Seagraves 1000-gallon pumper. This pumper was assigned to the Cave Junction Station.

The need for fire prevention was shown in the lessons taken from the great fires. Structure fire conflagrations were amplified by the lack of construction standards, fire codes and code enforcement. Fire prevention had taken a back seat to fire suppression and rescue for the early years of the department. Fire prevention was made a priority in 1956, when the department began to make a concerted effort to address the causes of fire, and the problems of code enforcement and life safety.

The Illinois Valley Fire District, from its earliest beginnings, has realized the importance of training for this most hazardous job. Proper training ensures that the best interests of the citizens are being served. Even in the beginnings of the fire department, a trained firefighter from a neighbouring community was brought in to share their knowledge and expertise. The Fire Chief Abner Castleberry greatly emphasized training



during his tenure. Under his guidance, the fire department completely trained most members in first aid. Additionally, each of his men had certificates from the American Red Cross.

We continue to look at innovative ways to upgrade our apparatus and capabilities to meet the needs of our community. We do this through the use of grants and partnerships with our neighbouring agencies.

## **ABOUT THIS HANDBOOK**

---

This Employee Handbook is a guide to help you understand our employment provisions and expectations. The Handbook applies to all our employees. It is intended to be a positive document that begins to establish the relationship between us.

Please remember that this Handbook contains only general information and guidelines. It is not intended to address all the possible applications of, or exceptions to, general policies and procedures. Our policies are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount to our ability to serve our customers and ourselves. While we have tried to answer many of your questions, keep in mind that this document will not provide every answer. If you have any questions concerning eligibility for a particular benefit or how a policy or practice applies to you, please ask your supervisor.

We know that employees have varied skills, goals, perceptions, and values, and that such diversity may create situations not fully addressed within this Handbook. In that event, we will try to make fair and equitable decisions while making sure that the best interests of the organization are served.

Neither this Handbook nor any other organizational document confers any express or implied contractual right to remain in Illinois Valley Rural Fire Protection District's employ, nor does it guarantee any fixed terms or conditions of your employment. Your employment is not for any specific period and may be terminated at will, with or without reason, and without prior notice by Illinois Valley Rural Fire Protection District or you for any reason, at any time.

This handbook is not intended to undermine or remove your rights as outlined by the National Labor Relations Board (NLRB). We fully acknowledge and respect your rights to engage in protected concerted activities, which include the right to discuss wages, working conditions, and other terms of employment with your fellow employees, as well as the right to form, join, or assist labor organizations. If you have any concerns or questions regarding your rights or any content in this handbook, please seek clarification from your HR representative or legal counsel.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time-to-time. If there is a change, addition or deletion of any policy within this handbook, it will be subject to two readings at monthly board of director's meetings, and subject to board approval. If there is a change, addition or deletion of any procedure, rule, practice or benefit, it will be subject to formal action of the Fire Chief, and takes effect immediately upon adoption, unless otherwise indicated. Any and all changes, whether by board action or by the Fire Chief, will be reflected in the official records of the Fire District. We recognize our responsibility to keep employees informed of changes that may affect them and will provide updates so you can keep your Handbook current.

Some subjects described in this Handbook, such as benefit plan information, are covered in detail in official policy documents. You should refer to these documents for specific information since this Handbook provides summaries only. Please note that when discrepancies occur between benefit language in this Handbook and in the official policy documents, the terms of the written insurance policies are controlling. We encourage you to use caution when making decisions with

long-term impact based on our current benefit offerings, given that we may find it necessary to make changes to these programs.

You are encouraged to offer suggestions for improvement to these policies, employment practices, or working conditions. Please read the Handbook carefully and share it with your family members so they will also understand your work environment. If you have additional questions or need further details, please talk with your supervisor, who can advise you or refer you to the appropriate resource.

# **EMPLOYMENT POLICIES**

## **EMPLOYMENT RELATIONSHIP**

---

You and Illinois Valley Rural Fire Protection District are engaged in an “at-will” employment relationship. Therefore, employment at Illinois Valley Rural Fire Protection District is for no definite period and may, regardless of the time and manner of payment of wages and salary, be terminated at will. This means that either you or the organization may terminate the employment relationship at any time, with or without reason or advance notice.

No one in the organization has the authority to enter into any agreement contrary to this “at-will” relationship. Illinois Valley Rural Fire Protection District will not make and will not be bound by any oral promises concerning the length or terms of your employment.

### **Equal Employment Opportunity**

Illinois Valley Rural Fire Protection District is an equal opportunity employer and, as such, considers individuals for employment according to their abilities and performance. Employment decisions are made without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, genetic information, or any other classification protected by law. All employment requirements mandated by local, state, and federal regulations will be observed.

The organization employs affirmative personnel measures to ensure the achievement of equal employment opportunities in all aspects of employment and the work environment. These policies of nondiscrimination will prevail throughout every aspect of the employment relationship, including recruitment, selection, total compensation, promotion, transfer, layoff and recall, termination, training, and dispute resolution.

In keeping with our philosophy and applicable laws, our advertising and recruiting materials will contain the following statement to encourage qualified applicants to apply: “Equal Opportunity Employer.” Our policy as an equal opportunity employer is to employ those legally entitled to work in the United States without regard to citizenship status, ethnic background, or national origin. However, in conformity with the relevant immigration statutes and regulations, our policy is to hire only those who are eligible to work in the United States. Verification documentation is required of all new hires.

All employees in the organization are responsible for following and carrying out this policy according to the spirit and intent of our equal employment commitment. Management provides and supports a dispute resolution procedure for complaints alleging discrimination. Employees are expected to bring any questions, issues, or complaints to Management’s attention. If you believe you have been harassed, or if you witness or suspect any violation of this policy, you should report the matter immediately to your’ duty officer/chain of command. We also encourage you to document your concerns. We will not retaliate against you for filing a complaint or cooperating in an investigation and we will not tolerate or permit retaliation by Management or co-workers.

### **Absolute Right of Work Stoppage or Slowdown**

The lack of fire services results in loss and devastation. Your commitment to public service and professional ethics requires you to carry out assignments as directed. For these reasons, and in accordance with applicable law, you do not have the absolute right to engage in any work

stoppage or slowdown; nor do you have the absolute right to refuse to work for any reason. You may be subject to discipline for engaging in, or attempting to engage in, such conduct to the extent your conduct is not authorized by applicable law.

# ANTI-NEPOTISM POLICY

---

## Purpose

To ensure fairness, integrity, and transparency in the Illinois Valley Fire District's hiring, promotional, and training processes by preventing actual or perceived favoritism arising from familial or personal relationships.

## General

This section prohibits Fire District employees and volunteers from using, or attempting to use, their position to influence the hiring, obtain financial gain, privilege, or personal advantage for themselves or for people with whom they are associated, including close relatives, or be placed in direct supervisory relationships with them.

## Definition of Nepotism

- Nepotism is defined as **showing favoritism or bias toward a relative or person with whom an employee has a close personal relationship** in employment, promotion, assignment, training, or evaluation decisions.
- A close relative is defined as an employee's or volunteer's parent, spouse, domestic partner, dating partner, fiancé(e), child, sibling, grandparent, grandchild, in-law, aunt, uncle, niece, nephew, first cousin, or Individual with whom they have a close personal or financial relationship.
  - This definition applies whether the relationship is by blood, adoption, or created through the marriage of a parent, child, or sibling, etc.

## Reporting and Disclosure

- Employees and volunteers shall report any potential nepotism or conflict of interest to the Fire Chief.
- New hires and employees whose status changes (e.g., promotions or transfers that affect supervision) are required to notify their supervisor in writing of any close relatives working for the district in any capacity, including full-time, part-time, volunteer, or explorer positions.
  - This notification must be submitted prior to the start date of a new employee or volunteer, and within 30 days of any change in status.
- Job applicants must disclose any familial relationship during the interview process, as well as prior to hire and during background investigations.
- The district will review all reports of potential nepotism or conflict of interest in each situation and take appropriate action to ensure fairness and transparency.

## Prohibited Actions and Supervisory Relationships

- No employee or volunteer shall be involved in any way in the recruiting, interviewing, hiring, processing, instructing, evaluating, or promoting of a close relative, personal friend, or financial partner for any District position (including employee, consultant, intern, or contractor).
- Employees and volunteers may inform a close relative, personal friend, or financial partner about publicly posted positions, but shall not otherwise assist them in submitting a resume, obtaining employment or advancement within the district.
- No employee or volunteer shall be involved in investigating, disciplining, or terminating a close relative, personal friend, or financial partner who works for the district in any capacity.
- No employee or volunteer shall supervise or manage—directly or indirectly—a close relative, personal friend, or financial partner.
  - For this policy, supervise or manage includes, but is not limited to: assigning or reviewing work, evaluating performance, approving leave, recommending salary or promotion, or taking discretionary personnel actions.
- No employee or volunteer shall provide classroom instruction, practical training, or evaluation for a student or member who is a close relative, close personal friend, or financial partner
  - Exceptions may be granted by the Fire Chief when no reasonable alternative exists, provided that a secondary instructor, supervisor, or evaluator is assigned to maintain impartiality.
  - This provision is intended to prevent real or perceived bias in the district’s training and certification processes.

### Disciplinary Action

The district takes this anti-nepotism policy seriously. Employees or volunteers who suspect a violation of this policy shall immediately report the matter through their chain of command. Failure to disclose a close relative as required, or any other violation of this policy, may result in disciplinary action, up to and including termination of employment or volunteer status.

# AMERICANS WITH DISABILITIES ACT

---

The Americans with Disabilities Act (ADA), amended by the ADA Amendments Act of 2008, is a comprehensive federal civil rights law that specifically protects individuals with physical and mental disabilities from discrimination in the workplace.

Individuals are protected under the ADA if any of the following conditions exist:

- They currently have a physical or mental condition that significantly restricts their ability to normally conduct a major life function (walking, seeing, hearing, breathing, bodily functions, etc.);
- They have a history of such impairment; or,
- They are regarded as having such impairment.

The ADA also prohibits discrimination based on an individual's relationship to someone (parent, sibling, child, spouse, friend, etc.) with a disability.

Illinois Valley Rural Fire Protection District offers equal employment opportunities to qualified individuals who may have a physical or mental disability but are still able to perform essential job functions with reasonable accommodations. Essential functions are defined as the fundamental non-marginal duties of the position being held or sought. A job function is essential if the position exists for the performance of the function, there are only a limited number of employees available to perform it, or it is so highly specialized that an expert is required to perform it.

Reasonable accommodations are available to employees and applicants, if the requested accommodations do not cause undue hardship for the organization. Individuals protected by the ADA/ADAAA should discuss their needs for accommodation with Division Chief of Administration/HR.

## **Pregnancy Accommodation Policy**

Illinois Valley Rural Fire Protection District will make reasonable accommodations for employees that are experiencing known limitations related to pregnancy, childbirth, or a related medical condition, to the extent the accommodation can be made without imposing an undue hardship on the organization. Illinois Valley Rural Fire Protection District seeks to comply with both the federal Pregnant Workers Fairness Act (PWFA) and any state provisions and rules it is subject to regarding pregnancy related conditions as well. Accommodations may include:

- Acquisition or modification of equipment or devices;
- More frequent or longer break periods or periodic rest;
- Assistance with manual labor; or
- Modification of work schedules or job assignments.

Illinois Valley Rural Fire Protection District will not take adverse action against an employee for inquiring about, requesting, or using a reasonable accommodation.

# HARASSMENT

---

Illinois Valley Rural Fire Protection District will not tolerate conduct by any employee, elected official, board or commission member, volunteer or intern, customer or member of the public that harasses, disrupts, or interferes with an employee's work performance or which creates an intimidating, offensive, or hostile work environment. All forms of harassment are prohibited. We want to maintain a working environment free from all forms of harassment, whether based upon race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other legally protected characteristic or status. Retaliation associated with a complaint of harassment is also prohibited.

Behavior such as telling ethnic jokes; using religious slurs or offensive slang, or other derogatory terms regarding a person's race, sexual orientation, age, sex, national origin, or disability; or mimicking one's speech, accent, or disability are examples of prohibited conduct. Harassing individuals by making derogatory comments regarding protected status or characteristics is prohibited, as well as using any other words or conduct that might create a hostile or offensive work environment.

Sexual harassment or assault is also a form of harassment. The following conduct is considered to be sexual harassment;

- Submission to conduct is in any way deemed to be a term or condition of employment;
- Submission to or rejection of the conduct is used as a basis for employment-related decisions; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can also consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes, or innuendoes; nude, profane, or obscene cartoons, drawings, or photographs; whistling; staring; and inappropriate touching are not tolerated at Illinois Valley Rural Fire Protection District. Cell phone use, including text messages and other similar electronic communications, can also be considered harassing behavior.

Sexual Assault is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled using physical force, manipulation, threat, or intimidation.

Each manager/supervisor has a responsibility to maintain a workplace free of any form of sexual harassment. No person shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Sexual harassment in the workplace, whether by managers/supervisors, non-managerial employees, or outside individuals (vendors, customers, etc.) is prohibited.

This policy explicitly applies to conduct in the workplace, at social functions sponsored by the organization, and at business functions (conventions, trade shows, etc.). This policy applies to any conduct, however, as described above, which impacts the organization or work environment, regardless of where it occurs.

Management provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. As an employee of Illinois Valley Rural Fire Protection District, you have the responsibility to immediately report any actions or words, which you find to be harassing. The organization will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation from anyone.

### **Reporting Incidents of Harassment**

If you believe that you have been harassed, have witnessed harassment, or suspect any violation of our harassment policy, you must immediately report the matter to your duty officer/chain of command or any other management representative with whom you feel comfortable speaking. These individuals are responsible for ensuring that all complaints are promptly and thoroughly investigated without prejudice or retaliation. The investigation will be conducted promptly, but no specific timeframe can be guaranteed because each situation is likely to be different, and individuals may have varying schedules. Every effort will be made to complete the investigation within two weeks. In all cases, you will be notified of the outcome of the investigation. We will also check in with you quarterly for the calendar year following the date on which the employer received a report of harassment to ensure the matter has been resolved and continues to meet the organization's standards.

All complaints of harassment will be investigated promptly and impartially. Discretion will be used during the investigation to maintain as much confidentiality as possible while effectively completing the investigation, however, confidentiality cannot be guaranteed. If you are not satisfied with the handling of a complaint or the action taken by management, you should bring the complaint to the next higher level of authority. In all cases, you will be advised of the outcome.

Any employee or manager who is found, after appropriate investigation, to have engaged in harassment or to have retaliated against an individual for reporting harassment will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

### **External Complaint Procedure**

We encourage employees to bring their concerns and complaints to the organization, and understand that, at times, this may not be the choice of the employee. Below is a list of the external complaint options. Please reach out to the preferred choice to determine the appropriate timelines for their processes.

- Oregon Bureau of Labor and Industries at the following web address:  
<https://www.oregon.gov/boli/civil-rights/pages/default.aspx>
- Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.

### **Employment Agreements**

No employee will be required or invited to sign an agreement requiring the non-disclosure of information related to discrimination or sexual assault as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits. An employee may request this type of agreement and, upon request, will be provided at least seven (7) days to change their mind.

### **Additional Employee Support Services**

Employees may choose to use other support services throughout and following instances related to concerns and complaints. The organization provides the following for additional assistance:

- Legal services: <https://www.oregon.gov/boli/civil-rights/pages/default.aspx>
- EAP for emergency responders and fire professionals (not volunteers): 888-327-1060  
[www.publicsafetyeap.com](http://www.publicsafetyeap.com)
- Counseling and Support Services: Rogue Valley Chaplains Service 541-450-9532  
[info@sochaplains.com](mailto:info@sochaplains.com)

## WORKPLACE PROFESSIONALISM

---

Harassment due to a person's protected class is prohibited, so too is unprofessionalism, such as incivility, due to personality clashes or issues. We want our focus to be on customer service, productivity, and the ability for each employee to flourish here. This makes it essential that our employees treat each other and those with whom we serve with courtesy, respect, and consideration. Further, we require that employees work cooperatively and constructively in resolving issues or problems on the job to foster satisfactory working relationships.

Illinois Valley Rural Fire Protection District defines unprofessionalism as repeated or one-time behavior, which is inappropriate and which may be verbal, non-verbal, or physical; either direct or indirect which generally occurs at work and in the course of employment but may also apply to off-site behavior exhibited by employees that negatively impacts the working relationship. Such behavior, whether exhibited between co-workers, management and staff, vendors/customers, another outside party, or a member of the public, violates our policy on how others should be treated while at the workplace or engaged in organizational operations.

Where an allegation of unprofessionalism is made, consideration of the intention will be given. The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that Illinois Valley Rural Fire Protection District will not, in any instance, tolerate unprofessional behavior. Employees found to be in violation of this policy will be subject to corrective action, up to and including termination.

We consider the following examples as unprofessional; however, this is not considered a comprehensive list. Any actions that create the same or similar result will also be considered.

- Making derogatory comments about your co-workers or the organization on social media
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's performance or job description
- Spreading rumors and gossip regarding individuals
- Interfering with the ability of someone to perform job duties or consistently assigning menial tasks that are not central to the job.
- Taking credit for another person's ideas

Any Illinois Valley Rural Fire Protection District employee who has experienced unprofessionalism should immediately report the behavior according to the reporting process outlined in our anti-harassment policy. All reports will be investigated and addressed. Making false/baseless or malicious complaints of unprofessionalism will be regarded as a serious offense, which may also lead to corrective action, up to and including termination.

## CORRECTIVE ACTIONS

---

Everyone benefits when we work together and conduct ourselves in a manner that reflects the best interests of both the organization and its employees. It is the philosophy of Illinois Valley Rural Fire Protection District to correct performance deficiencies and address violations of policies and work rules in order to correct situations and avoid repetition.

You will be informed if corrective action is necessary as soon as possible after any performance problem has been identified. Your manager or supervisor will discuss the situation with you, explaining this policy and the necessity of corrective action to avoid additional disciplinary actions.

Although one or more corrective action measures may be taken in connection with a particular performance problem, no formal order will be followed. Corrective action may include any of a variety of actions depending on the circumstances and severity of the particular situation.

Corrective actions taken at the discretion of management may include **any** of the following:

- Verbal counseling with you, which will be confirmed in writing by your supervisor and placed in your personnel file.
- Written warning, which will be placed in your personnel file.
- Suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an employee from the organization's premises during an investigation or as a disciplinary action. A suspension may be paid or unpaid. If you are suspended, it will be documented in your personnel file.
- Demotion, which will be documented in your personnel file.
- Termination, which will be documented in your personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or a subsequent offense. Consideration will be given to the seriousness of the offense, any change in behavior, and the circumstances surrounding the offense.

Counseling, verbal warning and written warnings may be undertaken by the Operations Chief without prior approval from the Fire Chief; however, the Fire Chief must be informed by the Operations Chief of any such actions taken. Suspension with or without pay, demotion and discharge require prior approval from the Fire Chief before the action is taken.

## **DISPUTE RESOLUTION**

---

We believe that undisclosed problems will remain unresolved and will lead to impaired work relationships, dissatisfaction with working conditions, and a decline in operational efficiency. Therefore, the organization has established this dispute resolution procedure to solve problems as quickly, fairly, and thoroughly as possible. This procedure is a method for impartially hearing the complaint and is intended to resolve problems and provide a fair and objective review. All issues will be managed without prejudice or retaliation.

### **Scope**

This Section does not apply to any aspect of any corrective action, disciplinary action or termination of employment service, or any personnel decision relating to payroll, appointment, hiring, promotion, or performance reviews, or any action a member perceives as illegal discrimination, harassment, or retaliation. Such matters should be addressed in accordance with the policies and procedures, if available, outlined in the relevant portions of this Manual.

### **Informal Problem Resolution**

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

### **Dispute Resolution Procedures**

After satisfying "informal Problem Resolution" above, you may submit a written dispute to the Fire Chief or if the dispute involves the Fire Chief to the Board President.

1. You must submit his/her written dispute within five business days of the issue or event that is the reason for the dispute. The written dispute must be placed in a sealed envelope. If the dispute is being submitted to the Fire Chief, the sealed envelope must be marked "Confidential Dispute Resolution for the Fire Chief." If the dispute is being submitted to the Board, then the sealed envelope must be marked "Confidential Dispute Resolution for the Board President." In either case, the sealed envelope must be delivered to the administrative office.
2. The written dispute must, at a minimum, state the following:
  - The date of the disputed issue or event, and the date you submitted the written dispute;
  - Your Name;
  - A description of the dispute; how, when and where it arose; the parties involved; and its present status, including a description of the steps you took to resolve the dispute on an informal basis;
  - All documents or other materials supporting your position; and
  - The relief sought or a proposal for resolution of the dispute.

3. If the dispute is submitted to the Fire Chief, he/she will advise you of his/her receipt of the dispute. The Fire Chief may make such investigation as he/she deems appropriate under the circumstances and issue a written decision as soon as possible. The Fire Chief's decision is the final decision on the dispute, and you must not attempt to appeal it to the Board.

If the dispute is submitted to the Board President, a two-member committee of the Board will advise you that it has received the dispute. The committee also will notify the Fire Chief of the dispute and provide the Fire Chief the opportunity to provide a written response. The committee may conduct such investigation as it deems appropriate under the circumstances, and issue a written decision as soon as practicable. The committee's decision is final, and you must not attempt to appeal it to the Board as a whole.

Any other questions or concerns you may have should be discussed with your immediate manager/supervisor, absent special circumstances, as soon as you are aware there is a problem or have a question. Your manager will follow up with your concern.

We realize there may be valid reasons to forgo this initial step; in those circumstances *i.e.*, a concern involves an immediate manager/supervisor, you may go directly to the next level of management for assistance.

## **EMPLOYMENT**

---

It is our goal to fill employment vacancies with qualified applicants, whether recruiting internally, externally, or utilizing both options. Job applicants will be considered on an equal basis for all positions without regard to sex, age, race, color, religion, national origin, marital or veteran status, sexual orientation, gender identity, genetic information, a physical or mental disability, or any other characteristic protected under applicable law, including Veterans' Preference.

Our goal will always be to select the most qualified person for each available job.

Former employees and relatives of current employees will be considered for employment in the same manner as other applicants. We may refuse to place a spouse, domestic partner, or immediate family member under the direct supervision of a spouse, domestic partner, or family member, if such placement adversely affects supervision, safety, security, or morale.

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job duties, schedule, or location. Depending upon the circumstances, you may be subject to a wage adjustment while performing such work. We may also reassign employees on a long-term basis whose placements are determined to be unsuited to their individual skills and transfer any employee who has an illness or disability that requires modified duty without posting the position.

### **Physical Examination**

An offer of employment may be contingent upon an applicant's successful completion of a medical examination to determine if the applicant is able to perform the essential functions of the job, with or without reasonable accommodation and without direct threat to the health or safety of the applicant or other persons. If required, this examination, would be provided by the District at the District's expense. Any information gathered will be treated as a confidential medical record. The scope of the post-offer medical examination need not be limited to ability to perform essential job functions and may include a base-line physical exam and other inquiry into the applicant's physical and/or mental condition.

In order to ensure continued qualification for employment, the district may request its members to submit to a medical examination when the request is job related and consistent with business necessity at the districts' expense. Medical examinations may be required to document the member's ability to continue in their present position. A medical examination report shall include any and all work-related restrictions.

### **Driving Record**

Members who may be required to drive any District or personal vehicle must possess a valid Oregon driver's license and must comply with all applicable operator's license laws and restrictions. Any Member who may be required to drive a vehicle on District business may at any time have their driving record checked through the DMV by the District, as permitted by applicable laws. If any Member's driving record indicates significant moving traffic violations or accident history it may subject that Member to an appropriate District written warning, disciplinary actions or termination. As a condition of continued employment / membership all members who operate a District vehicle

must maintain a violation free driving record which is within the risk criteria whereby is established by the districts' insurance carrier.

All job applicants' driving records are checked through the Oregon DMV prior to being hired or appointed as a condition of employment, assignment or appointment.

All Members shall notify the Fire District of any change in their driver's license status including but not limited to all traffic violations or accidents. Failure to report a traffic violation or change in license status to the district is viewed as a violation of District policy. The district monitors driving records as a component of risk management, in order to identify needs for driver improvements. This section also includes any qualified individuals with disabilities only when driving is an essential function of their job or assignment.

## **RECRUITMENT**

---

For each vacant position to be filled, the organization will review the duties and responsibilities, and the FLSA designation, prior to posting notice inviting applications.

### **Job Postings**

Job postings will contain the job title, the salary range offered, the general duties and responsibilities, summary of benefits offered, qualifications required, veterans' preference statements, and how to apply.

### **Veterans Preference**

Oregon law requires all public employers provide employment and promotion preference to veterans, including national guard members [Effective January 1, 2026], and disabled veterans who qualify for civil service positions. [Reference: ORS 408.225–408.237 and related administrative rules]

- Eligibility - Preference is afforded only to veterans and disabled veterans who:
  - Successfully complete the initial screening, application examination, or civil service test;
  - Meet all minimum qualifications and any special qualifications for the position;
  - Provide required documentation to confirm eligibility:
    - Veterans (non-disabled): +5 percentage points
      - Applicants must provide:
        - Copy of Form DD-214 or 215 (Certificate of Release or Discharge from Active Duty)
        - Must show honorable discharge or general discharge under honorable conditions.
    - Disabled veterans: +10 percentage points
      - Applicants must provide:
        - A copy of Form DD-214 or 215, and
        - Official documentation from the U.S. Department of Veterans Affairs (VA), or military branch, certifying service-connected disability.
        - Examples: A VA disability rating letter or summary of benefits.

- Eligible veterans and disabled veterans receive additional preference points as follows:
  - **Scored Examinations:** Add the applicable points to the total applicant score, regardless of how the score is composed.
  - **Unscored Evaluations** (e.g., ranking, or qualitative review): Use a structured method to give special consideration. For example, elevate qualified veterans by one level and disabled veterans by two levels in the ranking.
  - **Interviews:** If an interview is part of the hiring process, the agency must interview every veteran or disabled veteran who:
    - Meets minimum and special qualifications, **and**
    - Demonstrates transferable skills relevant to the position

When final scores are equal or the ranking places veteran and non-veteran candidates at the same level after applying preference, the veteran (or disabled veteran, if applicable) will be selected.

Documentation is required throughout the recruitment process to ensure compliance. Hiring managers must document all evaluation steps, including how veterans' preference was applied and, if applicable, reasons for not advancing or hiring a veteran

Upon a written request by a veteran not appointed to a position, Illinois Valley Rural Fire Protection District will provide a written explanation. The decision may not be based solely on veteran status; it must relate to qualifications

If the applicant feels this policy has been violated, they may contact the Fire Chief or may file a verified written complaint with the Oregon Bureau of Labor and Industries (BOLI).

### **Application Process**

An individual will follow the job posting instructions and submit application materials within the designated time-period. We have the right to exclude or disqualify applicants for failing to follow job posting instructions and timelines.

Application materials may include application, resume, and/or cover letter, veterans' preference supporting documents, responses to essay questions or work examples. Any materials containing the applicant age, date of birth, when the applicant attended school or graduated, all dates must be redacted prior to submittal. If dates are not redacted from the submitted materials this will be done by Division Chief Administration prior to being reviewed for qualification or shared with decision makers. Confirmation of dates, as needed, may be requested following a conditional job offer. Employers shall not require an applicant to provide a valid driver license unless the ability to legally drive is an essential function of the job or is related to a legitimate business purpose.

### **Internal Job Posting**

We may post internally to internal applicants as promotional opportunity for 10 working days. Everyone's application materials will be assessed for minimum qualifications; veterans' preference, as applicable; and possessing the experience and ability to perform the job. The most qualified candidate will be selected.

### **External Job Posting**

We may post a job vacancy externally, at the same time as an internal posting, or at the conclusion of an internal posting and will require the same application materials for consistency in process.

### **Interviews or Screening Process**

All questions, practical exercises or interviews will be performed in a fair, equal opportunity manner to all job applicants' race, color, religion, sex, national origin, age, disability, or genetic information. Discrimination in hiring is prohibited.

### **Reference Checks**

We may require verification of statements contained in an application or statements made in an interview and secure further information concerning the applicant's qualifications and suitability prior to making an offer of employment. This information is gained from previous employers or personal references provided. Applicant consent will be gained at time of interview.

### **Conditional Job Offer**

We will provide a conditional job offer letter to the successful candidate outlining additional conditions to be satisfied before a final job offer is extended.

- Information requiring confirmation related to age may be confirmed with the applicant only after the conditional job offer is extended. If we are unable to verify the additional information, the conditional job offer may be rescinded.
- Background checks, drug screening, and other requirements may not be conducted prior to the interview and will proceed after the conditional job offer is extended, if all conditions are not satisfied, the job offer may be rescinded.
- For candidates who meet all verifications and conditions, employers may extend a final job offer letter.

### **Final Job Offer**

The final job offer letter affirms the satisfactory completion of all conditions and official job offer is extended. The job offer letter contains the following information:

- Title of position
- Start date
- Location of report on first day
- Work hours
- Employment relationship – "at will"
- Introductory period
- Pay and pay periods
- Performance review dates
- Benefits

### **New Employee Orientation**

New employees are expected to participate in orientation within the first week of employment. This helps to ensure positive integration into our operations and helps new employees start a productive and satisfying employment relationship. At the orientation, you will receive detailed information about general policies, procedures, benefits, and basic information on pay and leave policies.

### **Introductory Period**

As a new employee, you are hired on a 90-day introductory period. The introductory period is an extension of the employee selection process. During this period, you are in training and under observation and evaluation by supervisors. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity for us to see if your abilities and the requirements of the position match. It is also a chance to see if we meet your expectations as an employer.

Your performance will be evaluated at the end of the introductory period, and a decision about your employment status will be made and shared with you, at the Fire Chief 90 day sit down. If you have successfully completed the introductory period, you will be moved to regular status. Movement to regular status does not alter the at-will condition of your employment. If your skills border on satisfactory, but fall a little short, the introductory period may be extended if there is reason to believe that your skills will improve within 30 days. This period may be extended only by approval of the Operations Chief or Fire Chief. The request for an extension will not be approved if it is submitted after the normal conclusion of your introductory period. If expectations are not met or if your skills are not satisfactory, it is unlikely that your employment will continue.

### **Promotions and Transfer Training Period**

If you are promoted or transferred to a new position, you must also complete an introductory period of 365 days to determine the suitability of the placement and your ability to satisfactorily perform the required work. If it is determined that the job change is not working during this period, you will be returned to your original job if a vacancy exists. Otherwise, you will be assigned to any other vacant job we deem suitable. If no such job is vacant, your employment may be terminated. If you are placed in a job other than your original job, the pay and benefits may be adjusted.

### **Re-employment/Re-establishment**

Employees who resign from the organization in good standing may be eligible for re-establishment consideration. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. Previous performance with the organization will be evaluated if the reference check phase is reached. We are not obligated to rehire/re-establish former employees. If an employee returns within 180 days their previous Sick Leave balance will be restored in full.

Rehires/reestablishments shall be considered new employees, except where federal or state law requires otherwise (e.g., the Employee Retirement Income Security Act rules which apply to pensions, where state law applies to health insurance benefit reinstatement).

### **Employment/Volunteer Classifications**

Employee status is categorized to make distinctions in employment-related conditions and to aid in a better understanding of employment relationships within the organization. Employees may be considered introductory, full-time, or part-time, temporary, or on-call as described below:

Volunteer: A person who voluntarily undertakes or expresses a willingness to partake in the District's Volunteer Firefighter or Support Programs without any expectation of monetary gain or benefits (not required by law).

Volunteer members are not employees of the district. Volunteer members receive only those benefits expressly conferred in writing or by law. Workers' Compensation insurance will be provided to these members. The services of a volunteer member may be discontinued at any time for any reason. Volunteer members must abide by all applicable rules, policies, and practices of the district and are held to the same standard of performance as applies to full time career members. The benefits related to a volunteer's association with the district (or through a volunteer association) are set forth in the associations by laws. Volunteer members work directly or indirectly for the Fire Chief or his/her designees. The District's Board of Directors holds no ability to modify any volunteer member's employment or arrangement, appointment or discharge. The Board of Directors does not have and shall not retain the ability to modify policies with reference to a volunteer member's standards.

Introductory: Newly hired or promoted employees within the introductory period.

Regular Full-time: An employee who works a minimum of forty (40) hours a week on a continuing basis, and who has completed probationary period. Employee will be eligible for Sick Time benefits on the 91<sup>st</sup> day and accrued vacation time after one year of service. Employee will also be eligible for medical/dental/vision benefits, life insurance benefits as well as death & disability insurance. Retirement benefits are provided to eligible full-time employees pursuant to state law through PERS Benefits Plan.

Illinois Valley Rural Fire Protection District has the right to change the nature and scope of the insurance plans or to discontinue any of the insurance plans, including altering the amount of the premium or deductible paid by the employee, at any time in accordance with applicable law.

Regular Part-time: An employee who is regularly scheduled to work at least 20 but less than 40 hours per week.

Part-Time employees are not eligible for benefits other than those required by law. Employees will be eligible to use Oregon Sick Time on the 91<sup>st</sup> day.

Temporary: An employee who is hired for a specified period of time, usually no more than six (6) months. This classification is typically not eligible for benefits, except for those mandated by law.

On-Call: An employee who does not have a set schedule and works only when called upon.

Employees are further classified according to federal and state wage and hour laws as exempt or non-exempt, as defined below. Management will make the appropriate designation regarding the status for each new position or when a position changes substantially. If you are uncertain as to your status, ask your supervisor/manager.

Exempt: An employee who is exempt from the overtime pay and minimum wage requirements under federal and state laws. Exempt employees include managers, executives, supervisors, professional staff, and others who are generally paid a salary and whose duties and responsibilities allow them to be exempt under federal and state law.

Non-exempt: An employee who is paid an hourly wage and whose job generally calls for the payment of minimum wage and overtime as specified under state or federal regulations.

Member: Any employee, volunteer, student or other individual who voluntarily provides services to the district.

### **Employment Eligibility**

State law allows the Board of Directors to prohibit a District Board member from also being a District employee (ORS 478.050 & ORS 198.115). Accordingly, Illinois Valley Fire District has adopted, by ordinance 98-01, that you must resign your District employment upon being elected to a Board position. In addition, a Board member is not eligible to apply for employment with the district. A Board member must resign his/her position prior to applying for employment with the district.

The Board has determined that the "incompatibility of offices" doctrine prohibits a District Board Member from also being an active volunteer. Accordingly, an active volunteer must resign from the applicable District program upon being elected to a Board Member position.

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

## **EMPLOYMENT RECORD KEEPING**

---

### **Access to Personnel Files**

The organization maintains a personnel record for each employee, and access to those records is restricted to authorized people only. The records contain applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to employment. Authorized people are individuals in a direct line of supervision over the employee to whom the file applies, or any management representative involved in pending personnel action.

Your personnel file is available for review (except for any references and other material exempt from disclosure under state law) by making advance arrangements with Division Chief of Administration. We will provide copies of personnel records or files as required by law, but you may be asked to reimburse us for the reasonable cost of providing copies.

### **Change in Personal Data**

Keeping your personnel records current can be important to you regarding pay, payroll deductions, benefits, and other matters. If you have changes in any of the following items of information, please notify the Division Chief of Administration:

- Name
- Marital status
- Address
- Telephone number
- Dependents
- Beneficiary (ies)
- Person to be notified in case of emergency
- Job-related physical or other limitations that impact employment
- Other information having a bearing on your employment

# **EMPLOYMENT RELATIONS AND CONDUCT**

# ETHICS

---

We believe in treating people with respect and adhering to ethical and fair practices. All Public Officials are held accountable to the states Ethics laws found in ORS 244.

## **Public Officials**

A public official includes anyone serving the State of Oregon or any of its political subdivisions or any other public body in any of the listed capacities, including as an “agent.” An “agent” means any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances.

Upon employment with our organization, you became a Public Official.

## **Gifts**

During a calendar year, a public official, a candidate or a relative or member of the household of the public official or candidate may not solicit or receive, directly or indirectly, any gift or gifts with an aggregate value in excess of \$50 from any single source that could reasonably be known to have a legislative or administrative interest.

During a calendar year, a person who has a legislative or administrative interest may not offer to the public official or a relative or member of the household of the public official any gift or gifts with an aggregate value of more than \$50.

During a calendar year, a person who has a legislative or administrative interest may not offer to the candidate or a relative or member of the household of the candidate any gift or gifts with an aggregate value more than \$50.

## **Use of Official Position or Office**

A public official may not use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment for the public official, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official’s holding of the official position or office.

### **Except**

- Any part of an official compensation package as determined by the public body that the public official serves.
- The receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042 (Honoraria).
- Reimbursement of expenses.
- An unsolicited award for professional achievement.

- Gifts that do not exceed the limits specified in ORS 244.025 (Gift limit) received by a public official or a relative or member of the household of the public official from a source that could be known to have a legislative or administrative interest.
- Gifts received by a public official or a relative or member of the household of the public official from a source that could not be known to have a legislative or administrative interest.
- The receipt by a public official or a relative or member of the household of the public official of any item, regardless of value, which is expressly excluded from the definition of “gift” in ORS 244.020 (Definitions).
- Contributions made to a legal expense trust fund established under ORS 244.209 (Application to establish fund) for the benefit of the public official.

A public official may not solicit or receive, either directly or indirectly, and a person may not offer or give to any public official any pledge or promise of future employment, based on any understanding that the vote, official action or judgment of the public official would be influenced by the pledge or promise.

A public official may not attempt to further the personal gain of the public official using confidential information gained during or by reason of holding position as a public official or activities of the public official.

A person who has ceased to be a public official may not attempt to further or further the personal gain of any person through the use of confidential information gained in the course of or by reason of holding position as a public official or the activities of the person as a public official.

A person may not attempt to represent or represent a client for a fee before the governing body of a public body of which the person is a member. This subsection does not apply to the person’s employer, business partner, or other associate.

The provisions of this section apply regardless of whether actual conflicts of interest or potential conflicts of interest are announced or disclosed under ORS 244.120

### **Honoraria**

A public official may not solicit or receive, whether directly or indirectly, honoraria for the public official or any member of the household of the public official if the honoraria are solicited or received in connection with the official duties of the public official.

A public official may receive an honorarium or a certificate, plaque, commemorative token, or other item with a value of \$50 or less; or receive an honorarium for services performed in relation to the private profession, occupation, vocation or expertise of the public official or candidate.

### **Financial Interest in Public Contracts**

A person who ceases to hold a position as a public official may not have a direct beneficial financial interest in a public contract for two years after the date the contract was authorized.

You are required to inform us of any activity that is ongoing or planned that may be or is against these laws. We will work with the State Ethics commission to determine the appropriate steps for resolution.

Failure to meet these standards will result in investigation and, depending on the outcome, result in discipline up to and including separation.

# CONFIDENTIALITY

---

## **Organization and Customers**

At Illinois Valley Rural Fire Protection District, employees have access to highly confidential and proprietary information, including information about our business plans and customers. Our customers trust us with confidential information and disclosing this information without authorization would have a materially adverse impact on our integrity and on our relationships with our customers. Employees must not disclose any information pertaining to the organization or its customers without prior explicit approval of their managers/supervisors.

No organization records or information, including documents, files, records, computer files, and similar materials may be removed from our premises without permission from Illinois Valley Rural Fire Protection District, except in the ordinary course of performing duties on behalf of Illinois Valley Rural Fire Protection District. Additionally, the contents of organization records or information otherwise obtained regarding business may not be disclosed to anyone except where required for a business purpose. This prohibition also applies to items posted in a blog or website. Employees are subject to appropriate corrective action, up to and including termination, for revealing confidential information.

## **Employee Records**

Illinois Valley Rural Fire Protection Districts' philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of this information. Additionally, the organization will only collect personal information that is required to pursue its business operations and to comply with government reporting and disclosure requirements. Personal information collected by the organization includes employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, date of birth, employment eligibility data, benefit plan enrollment information, which may include dependents' personal information, and school/college or certification credentials. All pre-employment inquiries, including reference check records, as well as former employee files are maintained in locked, separate areas and are not used by the organization during business operations.

Personal employee information will be considered confidential and, as such, will be shared only as required and with those who have a need for access to such information. All hard copy records will be maintained in locked, secure areas with access limited to those who have a need for such access. Personal employee information used in business system applications will be protected under company proprietary electronic transmission and Virtual Private Network policies and security systems. Participants in company benefit plans should be aware that personal information will be shared with plan providers as required for claim handling or record keeping needs.

Organization-assigned information, which may include organizational charts, department titles and staff charts, Designated Positions, department budgets, company coding and recording systems, telephone directories, e-mail lists, and company facility or location information and addresses, is considered by the company to be proprietary company information to be used for internal purposes only. The company retains the right to communicate and distribute such information as it feels necessary to conduct business operations.

If an employee becomes aware of a breach in maintaining the confidentiality of any personal information, the employee should report the incident to Division Chief of Administration. The Division Chief of Administration has the responsibility to investigate the incident and take or recommend corrective action. Please understand that the reasonableness of actions taken in these circumstances will be taken into consideration. Examples of the release of personal employee information that will not be considered a breach include the following:

- Release of partial employee birth dates (i.e., day and month, which is not considered confidential and will be shared with supervisors/managers who elect to recognize employees on such dates).
- Personal telephone numbers or e-mail addresses may be distributed to supervisors/managers to facilitate company work schedules or business operations.
- Employee identifier information used in salary or budget planning, review processes, and for timekeeping purposes will be shared with supervisors/managers.
- Employees' company anniversary dates will be distributed to appropriate supervisors/managers periodically.
- Employee and dependent information may be distributed in accordance with open enrollment processes, for periodic benefit plan changes, or for benefit statement updates.

Should a security breach occur, you will be notified in writing as soon as possible.

# NON-DISCLOSURE & CONFIDENTIALITY POLICY

---

## Purpose

The purpose of this Non-Disclosure and Confidentiality Policy (“NDA Policy”) is to protect confidential, sensitive, and legally protected information entrusted to the Illinois Valley Fire District (IVFD). This policy ensures compliance with applicable laws, preserves public trust, protects personnel and operational security, and maintains the integrity of District operations.

## Scope

This policy applies to all members of the Illinois Valley Fire District, including career employees, volunteers, reserve personnel, Explorers (as applicable), Board members, contractors, consultants, vendors, and any individual granted access to IVFD information. This obligation applies during and after resignation, separation, or termination from the district.

## Confidential Information Defined

- Patient care reports and medical information (HIPAA-protected)
- Personnel records and disciplinary matters
- Incident reports, investigations, and internal reviews
- Operational plans, response strategies, and tactical information
- Critical infrastructure information
- Security systems, access codes, and facility vulnerabilities
- Personal identifying information (PII) of employees, volunteers, or the public
- Any non-public information obtained through District duties

## Obligations of Members

- Protect confidential information from unauthorized disclosure
- Access confidential information only when required to perform assigned duties
- Not disclose, copy, photograph, record, transmit, or disseminate confidential information without proper authorization
- Not discuss confidential information in public settings or with unauthorized individuals
- Secure physical and electronic records appropriately
- Immediately report any suspected or actual breach of confidentiality

## Prohibited Disclosures

- To friends, family, or members of the public

- On social media, messaging platforms, or personal devices
- To media outlets unless authorized
- During or after employment without explicit authorization

Only the Fire Chief or their designee may authorize the release of official District information.

### **Post-Separation Conduct**

Upon resignation, separation, and/or termination from the Illinois Valley Fire District, former members remain bound by this Non-Disclosure and Confidentiality Policy. The district will not tolerate the disclosure, misuse, or discussion of District business, confidential information, internal operations, personnel matters, or operational strategies for personal gain, retaliation, or in any manner intended to harm or use information against the district.

Any former member who improperly discloses or utilizes confidential District information after separation may be subject to civil action, legal remedies, and any other relief available under law.

### **Legal & Regulatory Compliance**

This policy supports compliance with applicable laws and standards, including HIPAA, Oregon Public Records Law (ORS 192), OSHA confidentiality requirements, Workers' Compensation privacy requirements, and State and Federal emergency services regulations. Nothing in this policy restricts lawful whistleblower activity or legally protected disclosures.

### **Violations & Discipline**

Violation of this policy may result in progressive discipline up to and including termination, removal from volunteer status, civil liability, or criminal penalties where applicable.

## WORKPLACE RULES

---

Illinois Valley Rural Fire Protection District believes policies and procedures are essential for the orderly operation of our business and for the protection and fair treatment of all employees. As a result, we have clearly identified performance expectations so that each employee behaves according to our workplace standards. Courtesy and common sense should always prevail. The following work rules are not all-inclusive and serve as guidelines to demonstrate the work behaviors considered important to Illinois Valley Rural Fire Protection District.

- You are expected to be at work on time, to stay until your workday ends, and to do the work assigned or requested of you. If you are unable to be at work on time, you are expected to contact your immediate supervisor promptly.
- You are expected to regard your workplace with respect and attention. Illinois Valley Rural Fire Protection Districts' records, equipment, and property are to be treated carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their maintenance, appropriate use, and accuracy.
- You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by Illinois Valley Rural Fire Protection District or by outside regulatory bodies.
- You are expected to conduct yourself in a professional manner, exhibiting a high regard for our customers, vendors, business associates, and for co-workers. No breach of professional behavior (abusive language, harassment, personal business during work time, *etc.*) will be condoned. This also applies to alcohol consumption when representing Illinois Valley Rural Fire Protection District in a business or social capacity.
- You are expected to maintain confidentiality of organization information or customer information in your possession (*i.e.*, personnel information, trade secrets, *etc.*).
- You are expected to wear clothing that is neat in appearance and consistent with a professional atmosphere, keeping in mind the impression it has on customers, visitors, and other employees as well as the need to promote organization and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what dress is appropriate.

This information regarding our behavioral expectations should help guide employee actions. You are urged to use reasonable judgment and to seek advice in doubtful or unclear situations. If all employees do their best to meet both the spirit and intent of these guidelines, disciplinary issues will be minimal. It is our policy to resolve conduct and performance problems in the most informal and positive manner possible; however, conduct which falls outside of the above guidelines will result in corrective action, up to and including termination.

We also believe that all our employees should have an opportunity to be heard on matters involving discipline; therefore, we have adopted a formal Dispute Resolution Procedure, which can be found in this Handbook.

## **WHISTLEBLOWER PROTECTIONS**

---

Illinois Valley Rural Fire Protection District encourages any employee with knowledge of an illegal or dishonest activity to report it to their supervisor/chain of command. All such issues will be promptly investigated with the intent to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. Any employee wishing for more information can obtain further details from their supervisor/chain of command.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee should immediately contact a direct supervisor or the Operations Chief. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to corrective action, up to and including termination.

Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. Although someone's identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals with their due course, the privacy of the individual making the report will be protected to the extent possible. Illinois Valley Rural Fire District will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments as well as threats of physical harm. Any whistleblower who believes retaliation has occurred must contact the Operations Chief immediately. The right of a whistleblower to protect against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Operations Chief who is responsible for investigating and coordinating corrective action.

# COMMAND STRUCTURE

---

## **Chain of Command**

You must honor the chain of command. The chain of command is described in the organizational chart, which the district may amend at any time in its sole discretion. An Officer shall have supervisory authority within his/her delineated areas of responsibility. If the Fire Chief is absent from an incident, the command shall fall to the next ranking Officer on the incident. Nothing in this Manual is intended to prevent you from belonging to, or holding rank in, any trade or fraternal organization; however, your rank, office or position in a trade or fraternal organization shall not be recognized by the district or any of its members while performing their District duties and responsibilities.

## **Orders by Supervisors**

You must comply with a supervisor's lawful orders. If you are ordered to perform an act you reasonably believe is illegal, you must immediately advise the supervisor issuing the order before acting. If a supervisor's order is contrary to any order previously given by another supervisor, you must notify the supervisor who issued the conflicting order and abide by the decision of that supervisor on how to proceed.

## **Behavior toward Officers**

Officers, including those in an acting Officer capacity, are to be accorded the respect due their position. You should address Officers by their rank or position designation.

## **Board Contact**

All issues you wish to bring to the Board's attention must be processed through the chain of command. If the matter concerns a dispute with the Chief, then the steps outlined in "Dispute Resolution Procedures" must be followed. You may exercise your rights as a citizen to comment on matters of public concern during the public comment portion of a Board meeting.

# MEMBER CONDUCT

---

## **Situations Not Covered by Policy**

We recognize that situations may arise which may not specifically be covered by these guidelines. We will deal with them on a “case-by-case” basis taking into account such things as the nature of the situation or problem, the Employee’s overall record and job assignment, the potential impact on safety, patient care and customer service etc.

If you have questions regarding this policy please contact the Executive Administrator.

## **District Right to Conduct Reasonable Searches**

You have no right to privacy in any property and spaces on the District Premises or under the districts’ control, including any information or data received, sent, generated or stored on the districts’ communications system. You will be issued passwords for use on the computer and network systems; however, administrative passwords may be used to gain access and inspect the contents of any District computer or account. These administrative passwords shall not be blocked in any manner by means of codes, passwords, encryption or otherwise.

Your refusal to submit to, or interference with, a search may result in immediate termination or may be considered by the district as a voluntary resignation. The district also may contact appropriate law enforcement authorities if it has reasonable suspicion to believe you may have an illegal item or substance on the District Premises.

## **Employee Duty to Read E-Mails or Other Communications**

All memoranda, directives, bulletins and announcements will be e-mailed to you in accordance with the SOGs. You must read and understand all District communications.

## **Solicitations**

Solicitations and distribution of literature for any purpose are prohibited on the District Premises or while on duty, unless approved in advance by the Fire Chief or a Designee, or except as otherwise authorized by applicable law. No member shall be compelled to contribute money to any political party, club, union or association.

## **District Apparatus and Personal Vehicles**

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

### **Valid Driver's License**

A valid Oregon driver's license with an acceptable driving record is a condition of employment/volunteer service and continued employment/volunteer service with the district. All employees and members will submit a copy of their Oregon driver’s license upon renewal. Fire Chief has discretionary authority in special circumstances.

## **Insurance**

You must be insurable by the districts' insurance carrier. You must maintain insurance on any personal vehicle used in performing any District duty/activity.

### **Accidents**

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

### **Traffic Violations**

All citations for moving violations and any driver's license revocation, confiscation or suspension must be reported immediately to the Fire Chief, regardless whether the citation occurred while you were on the job or engaged in District business, or occurred off the job on personal time. Violation of this policy may result in disciplinary action, up to and including termination.

### **Ride Along Program**

Prospective applicants, media personnel, or other members of the public may participate in the District's Ride Along Program and ride on the District's Apparatus to calls and daily activities. Ride-Alongs shall be conducted in accordance with the SOGs.

### **Lawful Driving and Parking**

You must strictly observe existing traffic regulations at all times, except when responding to an emergency. You must comply with the District's SOGs relating to operating District Apparatus emergent or non-emergent.

### **Inspection of District Vehicles and Apparatus**

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

### **No Unauthorized Passengers/Riders**

Spouses, significant others, children, and other individuals may only be permitted to ride on District Apparatus if: a) prior written approval of the Fire Chief or Designee is obtained and (b) the individual (or in the case of a minor, the minor's parent or guardian) signs a release form provided by the district.

### **No Unauthorized Use**

District Apparatus are for official work-related activities and to respond to emergencies, training and meetings. They are not be used for personal business unless the Fire Chief or Designee grants permission for such use. Take home staff vehicles may be used for appropriate personal business.

District property, buildings and other facilities are for official work-related activities and shall not be used for personal use unless the Fire Chief grants' permission for such use and a valid waiver of liability is on file with the Executive Administrator.

Personal vehicles (cars, trucks, motorcycles, boats, trailers, motor homes, ATV's, etc.) will not be parked or stored inside District stations or other buildings unless the Fire Chief grants written permission for such use and a valid waiver of liability is on file with the Executive Administrator.

## **Care and Use of District Property – Theft of Member Property**

You are responsible for reasonable care of District property. District property must be used only for District business, in an appropriate manner, and in accordance with all applicable District rules. District equipment, facilities and tools must not be used for any personal purpose, except with the Fire Chief's prior permission.

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

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

You are responsible for your personal property while at work. The district is not responsible for any loss or damage to your vehicle or other personal property.

### **Conflicts of Interest**

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

You must not allow other employment or activities to conflict with your duties to the district. You must immediately disclose a conflict of interest in writing to the Fire Chief or as otherwise required by applicable law. In the event of a conflict of interest, which conflict shall be determined in the Fire Chief's sole discretion, you must immediately cease the action causing the conflict, or obtain a waiver of the conflict from the Fire Chief.

### **Personal Gain Prohibited**

You must not demand from any person(s) pay or other reward for services rendered as a District member. In addition, you must not accept any gift or gratuity having a value in excess of \$25.00 unless it is reported to the Fire Chief. You are prohibited from using your employment with/service to the district for personal gain.

### **Attendance and Punctuality**

You must report for duty at the prescribed report time. If you fail to report for duty at the prescribed hour without first notifying your supervisor of the expected late arrival or absence, you will be subject to corrective or disciplinary action. If you report late for duty (*i.e.*, more than ten minutes after the start of duty) or are absent, you must explain the reason for the tardiness or absence to your supervisor. If continued tardiness occurs there will be disciplinary proceedings.

### **Blogging, Letters to the Editor and Other Forms of Public Expressions of Opinion**

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

- Conducting activities related to public expressions of opinion using the district's communications systems (including its computers) or during work;
- Representing any opinion or statement as the policy or view of the district, or its Board Members, Officers and members;
- Making disparaging or defamatory comments about the district, or its Board Members, Officers, members, vendors, customers, or services

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

### **Public Relations/Press Releases**

The district encourages people to visit District Premises. Visitors or strangers who enter District Premises should be approached respectfully and their business ascertained. Visitors may not roam District Premises without supervision. Visits are to be pre-approved, if possible, by the Officer in charge of the station that is to receive the visit. Visits by a group of more than five persons shall be pre-approved by the appropriate Officer. Visits must not interfere with emergency response or unduly burden other District operations.

Release of District information and documents is the responsibility of the Fire Chief or Designee. At the scene of an emergency or after an incident, it is the responsibility of the Public Information Officer ("PIO") to supply appropriate information as the media requests it. Reasonable courtesy must be extended.

Names of individuals involved in incidents and medical reports shall not be released.

Outside requests to photograph station activities or personnel not engaged in emergencies by members of the press shall be at the discretion of the Officer in charge. Formal feature-type activities must be cleared through the Fire Chief.

The Fire Chief must approve the release or publication of all written materials (such as incident reports) or requests from TV or radio stations for interviews, which relate to the district's administration, rules or general operations.

Any fires or incidents deemed "under investigation" by law enforcement or District investigators will be identified as such and requests from the press for comment will be referred to the Fire Chief or Sheriff.

### **Off-Duty Activities**

The district may take corrective or disciplinary action, up to and including termination, for your off-duty conduct that: relates to a *bona fide* occupational requirement or is reasonably and rationally related to your employment/volunteer service activities and responsibilities; or is necessary to avoid a conflict of interest or the appearance of such a conflict with any of your responsibilities to the district. Any questions involving this policy must be directed to the Fire Chief.

# STANDARDS OF APPEARANCE

---

## General

Uniform and grooming standards are paramount to the professional image of the Fire District. All personnel are expected to be in uniform and to present a professional, clean, neat, and orderly appearance while on shift or standing by at the station, at District functions, trainings and emergency calls. Adherence to this SOG will be strictly enforced. All IVFD officers are expected to set the example for subordinates and to point out violations of appearance to offenders.

## Uniform

- Uniform Items with the approved District logos will be worn at all times while on shift or standing by at the station, at District functions, trainings and emergency calls. The only exception to this is while actively participating in physical fitness. Uniform items with approved District logos may not be worn outside of official District duties and functions.
- **Cleaning:** Uniform items will be kept neat, clean, and serviceable. IAW NFPA 1581, Standard on Fire District Infection Control Program, para 8.4.4.1 and 8.4.5.2, cleaning of contaminated work uniforms shall not be done at home. Members are provided and hereby directed to use the washer and dryer located at Stations 1-4 for cleaning of contaminated work/station uniforms.
- No uniform, insignia, equipment or other item shall be worn or used that is not issued or authorized by the district, unless specific permission is granted through the chain of command. Only uniform clothing and items purchased from or through the district's contracted uniform source(s) will be worn.
- Uniform shirt may be removed providing the issued District t-shirt is the undergarment while in quarters, participating in work details or training. T-shirts and other shirts will be kept tucked in the pants at all times.
- **IVFD badge, Patches, & Insignia's:** Uniforms, accessories and insignia will be in the possession of and maintained by IVFD personnel. Most personnel will not utilize these modes on a daily basis. It is MANDATORY that all personnel have them for wear as required.
  - **Sleeve Braids**  
Worn on the Blazer and Jacket on both sleeves according to rank.

<u>Wonder Gold 1/2 inch Metallic:</u>	
Fire Chief	5 Braids
Deputy Fire Chief	4 Braids
Division Chief	3 Braids
Battalion Chief	2 Braids
<u>1/2-inch Silver:</u>	
Captain	2 Braids
Lieutenant	1 Braid

- **Maltese Cross**

Worn on the left sleeve of Blazer and Jacket, 1 per 5 years of Fire Service

Wonder Gold Metallic:

Chief Officers

Silver:

Captain

Lieutenant

- **Name Tag**  
Metal, ½"x2-1/2"x1/16". 2 Lines. 1<sup>st</sup> Line: First name, Last Name. 2<sup>nd</sup> line: Rank.  
Gold: Chief Officers  
Silver: Captain, Lieutenant, Firefighter and Support personnel
- **Length of Service Pin**  
5 yr, 10 yr, etc. may be worn centered above the name tag on Class A or Class B uniform.
- **IVFD patch**  
will be worn on the left sleeve, centered, 1 inch from the sleeve seam. Patches will be issued by the district.
- **State of Oregon EMS certification patch**  
will be worn on the right sleeve centered, 1 inch from the sleeve seam.

Fire Chief can authorize wear of business attire.

Long-sleeved t-shirts may be worn with short-sleeved uniform shirts provided, they are navy blue and in good condition. No other undergarment (i.e., thermal underwear) is authorized.

• **Modes of Dress:**

- **Dress Mode (Class "A") Uniform Requirements**-Chief Officers and Officers.  
Shirts: Long sleeve, White, with military creases and badge tab.  
Trousers: Black, to match the blazer.  
Blazer: Black, Double-Breasted with FD gold (chiefs) / silver (company officers) buttons.  
Hat: White top (chief officers), navy top (company officers), with black visor, Bell Crown.  
Fire Chief may have flame visor scramble.  
Hat Insignia.  
Fire Chief            5 Crossed Trumpets, Gold  
Deputy Chief        4 Crossed Trumpets, Gold  
Division Chief       3 Crossed Trumpets, Gold  
Battalion Chief     2 Crossed Trumpets, Gold  
Captain              2 Standing Trumpets, Silver  
Lieutenant          1 Standing Trumpet, Silver  
Tie: Black.  
Belt: 1 ½ width smooth design or basket weave. Gold Buckle-Chief Officers  
Silver Buckle-all others. Velcro fastened belts are optional.

Shoes: Black Dress.

Gloves: White.

○ **Work Mode (Class “B”)**

NFPA dual- or tri-certified safety wear is preferred.

Shirt: Navy long-sleeve with tie and military creases and badge tab.

T-Shirt: Navy (undershirt), embellished with approved IVFD Logo. EMS qualification may be added at the member’s expense. Letters will be 3/8-inch silkscreened or embroidered. Only block lettering will be used, i.e., Paramedic, EMT-Intermediate, EMT-Advanced, EMT, EMR on the right sleeve 1- inch above the bottom of the sleeve.

○ **Work Mode (Class “C”)**

NFPA dual- or tri-certified safety wear is preferred.

Shirt: Navy short-sleeve with military creases and badge tab.

T-Shirt: Navy (undershirt), embellished with approved IVFD Logo. EMS qualification may be added at the member’s expense. Letters will be 3/8-inch silkscreened or embroidered. Only block lettering will be used, i.e., Paramedic, EMT-Intermediate, EMT-Advanced, EMT, EMR on the right sleeve 1- inch above the bottom of the sleeve.

Trousers: Navy uniform pants, May wear EMS (cargo pocket) style pants.

Belt: Black, smooth design or basket weave.

Boots: Black, military-style, all leather lower, slip resistant rubber lug sole, minimum 6 inches upper. Approved safety or wildland boots are preferred.

Jacket and Liner: District-issued Navy; embellished with approved IVFD logos, name and rank on Velcro nametag.

Ball Cap: District-issued Navy, embellished with approved IVFD Logo.

○ **Duty Uniform Work Mode (Class “D”)**

Shirt: District-issued IVFD uniform collared shirt or IVFD t-shirt.

Pants: Navy uniform pants. May wear (cargo pocket) style pants.

Boots: Black, military-style, all leather lower, slip resistant rubber lug sole, minimum 6 inches upper. Approved safety or wildland boots are preferred.

○ **Traffic Control Uniform Work Mode (Class “T”)**

Shirt: District-issued IVFD uniform shirt or IVFD t-shirt with District-issued reflective vest or Yellow/Green ANSI-approved reflective over-shirt/jacket.

Pants:

- Navy uniform pants. May wear (cargo pocket) style pants.
- Yellow/Green ANSI-approved reflective over-pants will be worn over any non-compliant pants.

Boots: Black, military-style, all leather lower, slip resistant rubber lug sole, minimum 6 inches upper. Approved safety or wildland boots are preferred.

○ **Wildland Work Mode (Class “W”)**

Shirt: District-issued IVFD uniform shirt or IVFD t-shirt with District-issued NFPA-approved wildland over-shirt/jacket.

Pants:

- Navy blue NFPA-approved wildland pants.
- District-issued yellow NFPA-approved wildland over-pants will be worn over any non-compliant pants.

Boots: Black, military-style, all leather, slip resistant rubber lug sole, minimum 8 inches upper. Approved safety or wildland boots are preferred.

○ **Optional Uniform Items**

Polo: District-issued Navy; embellished with approved IVFD logo, name and rank.

Jacket and Liner: District-issued Navy; embellished with approved IVFD logos, name and rank on Velcro nametag.

Job shirt: District-issued Navy; embellished with approved IVFD logo, name and rank.

Ball Cap: District-issued Navy; embellished with approved IVFD logo.

Stocking Cap: Navy; blank or embellished with approved IVFD logo.

Traffic Control Cap: Yellow/Green ANSI-approved reflective Boonie style cap.

**Grooming**

- Hair will be clean, well-groomed and safe. Any hairstyle considered unsafe shall be trimmed accordingly or bound to eliminate the hazard. Any hairstyle or color that distracts from the uniform appearance of the members will not be allowed.
- Facial hair shall not be allowed at the points where the SCBA face piece is designed to seal with the face. Any facial hair considered unsafe shall be trimmed accordingly to eliminate the hazard.
- Facial hair, sideburns and mustaches shall be trimmed and well groomed.

All personnel will be clean, and free of offensive body odors. Personnel will shower if remaining in the station after heavy physical activity such as a fire response or physical fitness

# COMMUNICATION AND SOFTWARE SYSTEMS

---

## **Electronic Communications Systems**

Illinois Valley Rural Fire Protection District provides electronic communication systems to maintain superior communications both within the organization and with outside clients and vendors. You are encouraged to learn about these tools and how to use them. This policy provides directions for you regarding access and disclosure of information when using these communication systems. All employees and others outside the organization who may use the systems are expected to be aware of and support this policy.

Our electronic communication systems include computers, mobile devices such as tablets and laptops, memory sticks, CD's, DVD's, removable hard drives, software, electronic mail (e-mail), copiers, fax machines, telephones, cell phones, voice mail, messengers, and various online services. All these systems are operated and managed based upon this policy.

These systems and any other informational, storage, or retrieval services that the organization provides are organizational tools and are to be used for business purposes only. Personal use of voice equipment is allowed but should be limited. Individuals must not make hoax or threatening calls to internal or external destinations or accept reverse charge calls from domestic or international operators, unless it is for business use. Use of company systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

The use of these systems is not private or confidential. Within the bounds of current and future laws, the organization reserves and intends to exercise the right to review, audit, intercept, access, and search these business systems at will, monitor data and messages within them at any time and for any reason, and disclose selected contents without notice or other restrictions. Messages sent through these systems remain the property of the organization.

As an employee, you must not permit any proprietary or confidential information of Illinois Valley Rural Fire Protection District to enter the public domain through electronic transmissions. Examples of the organization's proprietary and confidential information are provided in the Confidentiality Policy. Also, these systems shall not be used to receive or distribute copyrighted materials, trade secrets, proprietary information, or similar materials from/to outside the organization without prior authorization.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. You are expected to carefully compose and review the wording, tone, and content of your communications before transmission.

You should check with your supervisor if you have any questions about the proper use of communication or software systems. All system users who discover violations of this policy are expected to notify their supervisors or managers immediately. Improper use or violation of this policy can result in corrective action, up to and including termination.

## **Electronic Mail System**

You are reminded to be courteous to other users of the e-mail system and to always conduct yourself in a professional manner. E-mail messages are sometimes misdirected or forwarded and

may be viewed by people other than the intended recipient. You should write e-mail communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on organizational letterhead.

You should know that even when a message is erased through e-mail, it is still possible to retrieve and read that message. Even though the organization reserves the right to retrieve and read any e-mail messages, those messages are to be treated as confidential by other employees and accessed only by the intended recipient. We expect employees to respect others' privacy and not retrieve or read electronic messages for which they are not the intended recipient unless authorized. The use of passwords for security does not guarantee confidentiality.

### **Organization-owned Personal Computers**

To protect the integrity of our systems, all software used on our computers must be registered with the IT department. Personal or downloaded software may only be installed after written authorization from that individual. A virus check for all such software must be made immediately before it is installed on any organization computer. A virus check must also be conducted on any electronic devices originating from or used on any computer outside of the organization prior to its use with an organization-owned computer. The copy or transfer of organization-owned software may occur only with the written authorization from IT and the Fire Chief.

It is critical that any loss or theft of a mobile device, including laptops, be immediately reported to your supervisor/chain of command. Security of these devices should always include two (2) levels (*i.e.*, locked in a trunk if kept in a car; locked in a hotel safe, not left out in a hotel room; etc.) of safeguarding. Failure to ensure this minimum level of protection may leave an employee responsible for the cost of the device or loss of company-related information addressed in this policy, and further corrective action, up to and including termination.

### **Use of Internet, Virtual Private Network, and Commercial Online Systems**

The Internet can provide a wealth of information to users at the simple click of a button. Members are encouraged to explore and use the Internet in the conduct of District business. All use should be appropriate. Inappropriate uses include, but are not limited to:

- Disclosure of employee, client, or other proprietary information
- Use of profanity, obscenities, or derogatory remarks in communications
- Access, download, send or receive any data (including images) which the organization considers offensive in any way, including sexually explicit, discriminatory, defamatory or libelous
- Private business adventures
- Gambling
- Software downloads
- Violations of copyright laws

- Violations of Districts' harassment policy
- Dissemination of confidential or privileged information
- Accessing personal Internet Provider accounts (with the exception of web-based email)
- Remove or disable anti-virus software

Users should be aware that there is a wide variety of information on the Internet and some people may find information or images on the Internet that they consider offensive. Individual users should be aware that the district has no control over and therefore cannot be responsible for the content of information available over the Internet. Users should educate themselves on proper Internet use so as to avoid offensive materials.

### **Social Media and Networking**

Social networking websites and online communities, such as Twitter, LinkedIn, Facebook, and Flickr are increasingly used and can be accessed by individuals not only from computer systems, but also from smart phones. These tools have value because they can be used for information; employees may also use these systems as a quick communications and networking tool to complete projects. It is not the intent of this policy to unduly limit employees' access to these conduits, however, guidelines and expectations surrounding their use are necessary as there are liabilities inherent in such use. When any employee is using organization-provided computers or cell phones or is representing the organization via social networking activity, that individual is expected to represent the organization in a professional and positive light. Illinois Valley Rural Fire Protection District wishes to use social networking exclusively to its advantage, preventing and minimizing any negative outcomes. This includes ensuring that all employees will be free from harassment and unprofessional behavior when utilizing or consuming social media; therefore, employees authorized for its use must abide by all applicable laws (including copyright) and ethical considerations.

### **Business Use**

Employees may use social networking websites to conduct organizational business, if such use is authorized and complies with the organization's policies. Company logos or other organizational information must conform to pre-approved marketing concepts and standards. We do not endorse making business references on behalf of others on sites such as LinkedIn.

In the case that a social media account is set up for business purposes, the organization has the right to review, edit, and delete content associated with the account. The organization will have access to information associated with the account such as the username and password, and any content associated with the account will be considered the property of the organization. If an employee separates from Illinois Valley Rural Fire Protection District, the organization has the right to assume control of this account.

### **Monitoring**

While the organization does not routinely monitor social networking sites, other employers, organizations, and individuals do monitor and share information found on social networking websites. Again, posted information is public information.

## **Protection**

Social networking sites collect profile information for advertising opportunities and criminal reasons. Phishing (e-mail messages asking for usernames and passwords, etc.) and spamming are two downsides. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your e-mail account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious; when in doubt, delete it. Viruses and spyware may damage the organization's operating system, compromise data, or expose your privacy and that of others you communicate with via e-mail and social media sites.

Be aware that others may piece together personal information for identity theft purposes. Be prudent in making comments or posts which reveal your or others' travel plans or divulge other safety-sensitive and private information.

## **Prohibited Conduct**

Behavior and judgment in an electronic environment should mimic behavior in a physical setting. Employees are expressly prohibited from posting content that is malicious, abusive, threatening, intimidating, coercing, profane, disruptive, discriminatory, or harassing. Defamatory statements are prohibited, and employees should be aware they are personally responsible for the legal consequences of such statements.

Nothing in this policy should be interpreted as limiting an employee's right to engage in legally protected speech or other activity. Failure to adhere to these standards and to use appropriate protocols will lead to further corrective action, up to and including termination.

## **Telephone Usage**

Illinois Valley Rural Fire Protection District realizes that employees must occasionally make and receive personal telephone calls at work. Such calls must be kept to a minimum and should impact your work as little as possible. Unauthorized use of the telephone, including charging long distance calls to the organization, will result in corrective action, up to and including termination.

## **Voice Mail System**

The voice mail system at Illinois Valley Rural Fire Protection District is the property of the organization and is provided for use in conducting organization business. All communications and information transmitted by, received from, or stored in this system are organization records and property of Illinois Valley Rural Fire Protection District. The voice mail system is to be used for business only; use of the system for personal purposes is prohibited. You have no right to personal privacy in any matter stored in, created, received, or sent over the voice mail system. Illinois Valley Rural Fire Protection District, in its discretion as owner of the voice mail system, reserves the right to monitor, access, retrieve, and delete any messages stored in, created with, received by, or sent over the system for any reason and without employee permission. You are not authorized to retrieve or listen to any voice mail messages that are not sent to you, with exception to the general mailbox.

## **Cell Phones**

Where job or business needs necessitate immediate access to an employee, the organization may provide a business cell phone for work-related communications. This phone is provided for business use only. Business cell phones are not to be used for purposes not related to work.

Keep in mind that cell phone internet usage, phone records, voice mail, and text messages are not private and may be accessed. If an organization-provided phone is used for personal business, any phone charges incurred by an employee related to personal usage will be the sole responsibility of the employee.

Illinois Valley Rural Fire Protection District is aware that all administrative employees are often needed at a moments' notice. Although we do not supply each employee with a cell phone we do pay the monthly cost as well as maintenance/replacement on administrative personnel's personal cell phones.

Personal calls during the workday using personal cell phones can be distracting to others and can interfere with employee productivity. Use of a personal phone for any reason should therefore be kept to a minimum.

Any use of a cell phone while driving may present an unsafe condition for the driver, other employees, and the public. The organization strongly discourages, the use of cell phones while driving, except when hands-free accessories are used. In cases where a cell phone call is necessary, employees must adhere to all federal, state, and local rules and regulations regarding such to help ensure the safe operation of both organization-owned and private vehicles. If an employee is using a cell phone while driving and has an accident, any costs, fees, and fines shall be solely the responsibility of the employee.

**Regardless of the media or device used, typically information generated or exchanged for the purpose of government work is subject to Public Records laws. While not all information is accessible by the public, our organization is required to maintain these records.**

## PERFORMANCE MANAGEMENT AND REVIEW

---

To establish a meaningful performance evaluation system upon which Illinois Valley Rural Fire Protection District can continuously monitor the effectiveness of organizational operations and employee performance, all employees will receive annual formal performance evaluations, from the Operations Chief for suppression and the Fire Chief for Administration.

The objectives of our performance management and formal appraisal process are to:

- Ensure that employees know their individual performance against established performance standards;
- Determine how well the organization is doing in assisting employees with work performance and meeting goals;
- Ensure communication and two-way feedback;
- Provide a consistent, objective, and fair method of making compensation decisions;
- Provide a tool for career planning; and,
- Provide a permanent record of employee performance and organizational contributions.

Managers and supervisory personnel are accountable for providing employee development actions designed to improve and enhance employee performance such as:

- Reasonable employee training;
- Assigning, directing, controlling, and reviewing employee work;
- Assisting employees in correcting deficiencies; and,
- Objectively evaluating employee performance during the evaluation period.

Our performance appraisal program is intended to be participatory and equally involves both your input and your supervisor's. This allows you to contribute to the growth and improvement of the organization. You are encouraged to:

- Inquire about your performance periodically;
- Accept additional responsibilities and show initiative;
- Review opportunities for advancement within the organization;
- Ask for assistance in developing a purposeful path for advancement within the department or organization; and,
- Learn about training available to assist you in improving your skills or qualify you for a promotion or lateral transfer.

Performance evaluations serve as one factor in decisions related to employment such as training, merit pay increases, job assignments, employee development, promotions, and retention. Evaluations identify specific performance levels as compared to established standards, acknowledge the merit of outstanding performance, and prescribe the means and methods of improving performance deficiencies.

# **COMPENSATION**

## **PAY ADMINISTRATION**

---

Illinois Valley Rural Fire Protection District values high quality work from its employees and is committed to compensating employees for their efforts and results. It is our intent to provide a competitive compensation package that will attract, retain, and motivate employees. It is also our intent that policies and pay practices be administered consistently throughout the organization to ensure internal equity is achieved.

### **Salary Placement Upon Hire**

Your pay as a new employee is established based on the pay level of current employees performing work of comparable character and based upon factors such as your previous experience, and education. This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

### **Salary upon Promotion**

Upon promotion Illinois Valley Rural Fire Protection District normally gives a salary increase to the next higher rate in the new salary range.

### **Salary upon Demotion**

Upon demotion Illinois Valley Rural Fire Protection normally reduces the employee's pay to the top step of the new classification.

### **Pay Increases**

It is Illinois Valley Rural Fire Protection Districts' policy to reward you with increases in pay for dedication in your work, extra effort, and contributory performance. Management does not award increases on an automatic basis. Recommended increases are not effective until approved by the Fire Chief.

# PAY PRACTICES

---

## Paydays

You will be paid every two 2 weeks. Paydays are every other Wednesday. If payday falls on a banking or organizational holiday, paychecks will be distributed prior to the established payday.

## Pay Statements

Each pay statement shall include the following information to provide transparency for an employee:

- The date of payment
- Dates of work covered by the payment
- The name of the employee
- The name and business registry number or business identification number
- The address and telephone number of the employer
- The rate or rates of pay for each type of work: regular and overtime.
  - If paid a piece rate, the rate and number of pieces completed and total for each rate
- The salary basis – hourly, salaried, shift, day, weekly, piece or commission basis
- Gross wages
- Net wages
- The amount and purpose of each deduction – full definitions of deductions are available from the payroll office
- Allowance, if any, claim as part of minimum wage
- Accrual balances

## Payroll Deductions

Certain mandatory and elective deductions which are made from employee pay are noted on the paycheck stub. The only deductions made are those mandated by law or authorized by you in writing.

## Pay Advances

Pay advances are not provided by the organization. Employees are encouraged to find other appropriate resources for any financial difficulties.

### **Method of Payment and Delivery of Paychecks**

Illinois Valley Rural Fire Protection Districts' preferred method of distributing payment is by direct deposit, although paper checks are available if requested. Paper checks are distributed by the Division Chief of Administration per your request (hold for pickup, mail, etc.). Each employee that would like statements of gross earnings, deductions, and net salary will need to create a login from our payroll company for this information. If you are unable to access your information via electronic format you can get this information from the Division Chief of Administration.

### **Employee Withholding Allowance Certificates (Form W-4)**

You are required to furnish the organization with an Employee Withholding Exemption Certificate (W-4) at the time of hire. You may file a new W-4 form any time. When you submit an updated Form W-4, the organization will implement the desired changes by the start of the first payroll period ending on or after the 30<sup>th</sup> day from the submission date. We encourage employees to seek tax advice if they have questions about withholding amounts.

### **Time Records for Non-Exempt Employees**

The timecard/time sheet is a record of time worked and must be submitted the Division Chief of Administration bi-weekly. It provides a permanent record of time spent on the job, indicating the exact time you worked.

Timecards should be reviewed carefully for completeness and accuracy at the end of each week, as they will be used to calculate pay. Supervisors will review and initial timecards each pay period. Timecards must be completed and submitted to the Division Chief of Administration by 7:00 a.m. the Monday before payday. Your signature on the timecard for each pay period verifies that the times and dates are true and accurate to the best of your knowledge. You should never allow someone else to make entries on your timecard. Willfully falsifying a timecard will be grounds for corrective action, up to and including termination.

### **Time Records for Exempt Employees**

The time card/time sheet is a record of time worked and must be submitted the Division Chief of Administration bi-weekly. It provides a permanent record of time spent on the job, indicating the exact time you worked. However, because Illinois Valley Rural Fire Protection District does have paid time off (vacation and sick pay) if you have earned time in these bank(s), you must use this time to cover any time off that is less than your normal work day.

### **Overpayments**

When a public employee is overpaid and receives funds not due to them, the employee may deduct the amount of the overpayment from the employee wages in accordance with the following:

- a) If the over payment occurred during the 364-day period immediately preceding the discovery, employer shall provide the employee with a written notice, at least ten calendar days before making a deduction.
- b) The total amount of the deduction may not exceed five percent of the employee's gross pay each pay period, unless the employee requests that a greater percentage or amount is deducted.
- c) If an employee is terminated or separates from employment, the [organization name] can recoup the balance owed from the employee's final paycheck.

The written notice of overpayment shall include the following information:

- a) the reason the overpayment occurred,
- b) the total amount of the overpayment,
- c) the purpose of each deduction in the deduction transaction,
- d) the amount of deduction (lump sum or repayment schedule including amount and dates of deduction transactions)
- e) the date the deduction to occur
- f) employee's signature authorizing deduction

**Dispute Resolution Process for Paycheck Errors**

If you have any questions regarding your pay or feel a manager or supervisor has made a change to your pay that you do not believe is accurate, please contact the Division Chief of Administration.

**Final Paycheck**

While we request that you give us at least ten working days' advance notice prior to departure when resigning or retiring from the organization, if you provide us with at least 48 hours' notice (excluding holidays and weekends) you will receive your final paycheck on the last day worked. If less notice is given, the final paycheck will be provided within five business days (excluding weekends and holidays) or on our next regularly scheduled payday, whichever occurs first. Final paychecks will include all wages earned through the last workday plus payment for any accrued and vested benefits that are due and payable at separation.

# EXEMPT AND 40 HOUR EMPLOYEES

---

## Hours of Work and Work Schedules

### Organization Hours

The general office hours at Illinois Valley Rural Fire Protection District are 7:00 a.m. to 5:00 p.m., Monday through Thursday.

### Work Schedules

Employees work the schedules established by the Fire Chief. All work schedules including 4/10 and flex time are subject to change at any time at the sole discretion of the Fire Chief.

### Overtime

You may occasionally be required to work overtime. Overtime hours will be paid to non-exempt employees at one and one-half times (1.5) the regular rate of pay for all hours worked in excess of 40 in a regular workweek, or as otherwise required by state and federal laws. Paid time off will not be considered when computing overtime. Your department supervisor must approve any overtime hours in advance or else you may face corrective action, up to termination.

### Recall of Off-Duty Employees

The Fire Chief or Designee, in his/her discretion, may recall any or all available District employees to meet the district's service needs. You may be notified by phone, text, or mass notification and are required to return to duty within one hour of notification. Employees on pre-approved vacation or who are off duty due to sickness and/or injury are exempted from recall. A recalled non-exempt employee does not automatically receive overtime pay for being recalled, but may be entitled to overtime pay, depending upon the total hours actually worked in the applicable work week or work period.

### Meal and Rest Periods

Meal and rest periods will be provided for you according to any applicable state regulations. Supervisors will review these and establish schedules. Non-exempt employees are not permitted to work through a meal period unless approval from a supervisor, in an emergency, is obtained before the scheduled meal break. In these situations, the meal period will be paid time.

### Inclement Weather and Emergency Closures

Emergencies such as severe weather, fires, power failures, earthquakes, and other natural disasters can disrupt organizational operations. In extreme cases, these circumstances may require the closing of our office.

In the event that Illinois Valley Rural Fire Protection District makes the decision to close the office prior to the start of the business day, the closure will be announced via an organization-wide email, text message, or "IV All Call" from the Fire Chief. It is the responsibility of each employee to check e-mail, text message, or "IV All Call" if there is any doubt regarding office operations.

If a decision is made to close the office after the business day has already begun, the closure message will also be announced in office.

Exempt employees will be paid for all absences related to emergency closures.

Non-exempt employees will not be paid for time away from work due to office closure; however available vacation time may be used. Non-exempt employees who have reported to work before the decision to close is made will be paid for time worked, or a minimum of two (2) hours, whichever is greater.

### **Holiday Compensation**

Illinois Valley Rural Fire Protection District observes the following holidays each year and our offices are officially closed on these days (or their observed days).

- New Year's Day (Jan 1)
- Martin Luther King Day (3<sup>rd</sup> Monday in January)
- President's Day (3<sup>rd</sup> Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19<sup>th</sup>)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (1<sup>st</sup> Monday in September)
- Columbus Day (2<sup>nd</sup> Monday in October)
- Veteran's Day (November 11<sup>th</sup>)
- Thanksgiving Day (4<sup>th</sup> Thursday in November)
- Christmas Day (December 25<sup>th</sup>)
- Float Day (to be determined by the Fire Chief and Staff)

Employees will receive a schedule each year showing the date each of these holidays will be observed. These holidays or any additional time observed, such as Christmas Eve or New Year's Eve, will be determined each year at management's discretion.

### **Eligibility**

Regular full time Exempt and/or 40 hour per week employees will be paid for the above holidays.

### **Vacation**

Time is not to be banked and never used; therefore, accrual cannot exceed 340 hours. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when you reduce the total to less than the allowed maximum.

If a holiday falls during a member's scheduled vacation, the member will receive holiday pay for the day, if eligible for such pay, and will not be charged for vacation benefits for the day.

Accrued and unused vacation benefits shall be paid upon the separation of employment or as approved by the Fire Chief. Vacation credit shall not accrue during any unpaid leave of absence.

Illinois Valley Rural Fire Protection District provides vacation benefits as follows:

<u>Years of Continuous Service</u>	<u>Bi-Weekly Accrual</u>
0 through 1	3.70 hours
2 through 5	4.62 hours
6 through 10	6.16 hours
11 through 15	7.70 hours

16 plus

9.23 hours

**Request**

Vacation requests must be submitted 96 hours in advance and approved by the Fire Chief. Requests can now be submitted and reviewed electronically through First Due, but they must be followed up with signed vacation request documents.

In the event of competing requests for times submitted concurrently, approval will be given to the employee with the longest tenure.

Vacation leave will not be granted in advance of its accrual. Upon separation of employment, an employee will be paid for accrued but unused vacation leave at his/her then regular rate of hourly pay.

**Compensatory Time**

There will be no accrual of compensatory time off allowed.

## **SHIFT BASED CAREER FIREFIGHTERS**

---

### **56 Hour Employee**

The shift workday shall be forty-eight (48) consecutive hours. Meal periods shall be paid. The employee will then have ninety-six (96) hours off duty after each forty-eight (48) hour cycle. Shift times are 0700-0700.

The average regular work schedule for shift employees shall be fifty-six (56) hours based on a fifty-two (52) week year (2,912 hours annually).

- The regular hourly rate of pay shall be the monthly rate divided by 242.7.
- Under the provisions of FLSA Section 7(k), the work period cycle shall be twenty-eight (28) days.
- For purposes of hours worked, Daylight Savings Time and Standard Time changes will not impact hours worked for purposes of overtime calculations or leave accruals.

### **56 Hour Work Shift Normal Workday**

Regular Shift Employees: The work shift for regular shift employees shall be twenty-four (24) hours in length. (For the purpose of computing overtime, the 24-hour long day shall be used). Except for emergencies and cleanup and maintenance required following an emergency to maintain the operational readiness of the Fire Services, employees will not normally be required to work in excess of ten (10) hours, inclusive of meal periods, during any twenty-four (24) hour work shift, such nine (9) hour workday shall be termed the "normal workday." Such nine (9) hour "normal workday" shall be scheduled with regular starting and quitting times so far as this is consistent with the operating needs of the district.

### **Meal Periods**

Regular Shift Employees: In the case of shift employees, meal periods shall be granted during each shift. To the extent consistent with the operating needs of the Fire Services, each meal period will be scheduled in a manner consistent with the operating requirements of the district.

### **Rest Periods**

Regular Shift Employees: In the case of shift employees, a rest period of fifteen (15) minutes shall be permitted for all employees during each half of the normal workday. Rest periods shall be scheduled in accordance with the operating requirements of the district.

### **Overtime**

The district shall have the right to assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of District coverage service and public interest.

Shift employees who work hours annexed consecutively to the end of the work shift shall receive overtime pay in fifteen-minute increments for hold over purposes.

Regular Shift Employees: Shift employees shall be compensated at the rate of 1 1/2 times their respective fifty-six (56) hour per week regular hourly rate.

### **Callback**

The Fire Chief or Designee, in his/her discretion, may recall any or all available District employees to meet the districts' service needs. A recalled employee does not automatically receive overtime pay for being recalled, but may be entitled to overtime pay depending upon the total hours actually worked in the applicable work week or work period.

## **Mandatory Overtime**

### **General Policy**

- When normal on-duty staffing levels fall, or are projected to fall, below minimum levels, overtime shall first be offered to all eligible members on a voluntary basis.
- Minimum staffing levels are defined as two (2) Firefighter EMTs on duty.
- If the vacancy is not filled voluntarily, the Duty Officer has the authority to mandate overtime in order to maintain minimum staffing.
- Mandatory overtime shall be compensated at one and one-half (1.5) times the employee's normal rate of pay.
- A Mandatory Overtime List shall be maintained to determine the next eligible employee to be contacted for coverage.
- The initial list will begin in reverse order of seniority.
- If the first employee on the list is unavailable (e.g., approved vacation, unfit for duty, or pre-notified unavailable for four (4) day), the next employee shall be contacted, and so on until the vacancy is filled.

If a vacancy is filled voluntarily, the employee who accepts shall move to the bottom of the list.

### **Availability Restrictions**

Mandatory overtime shall not be required of an employee under the following circumstances

- Within ninety-six (96) hours of an approved vacation period; or
- When the employee has notified the district in advance (within ninety-six (96) hours) that they are unavailable during their four (4) day off cycle.
  - This availability restriction may be used a maximum of two (2) times per year when the employee is first on the list. The employee will remain at the top of the list.

### **Mandate Duration Limits**

When an employee is mandated to work, they shall move to the bottom of the list after completing the assignment.

No employee shall be mandated to:

- Work more than twenty-four (24) consecutive hours, or
- Exceed seventy-two (72) consecutive hours on duty.

## **Annual “Free Pass”**

- Each employee shall be granted one (1) “Free Pass” per fiscal year to decline a mandatory overtime assignment for any reason.
- If all employees exercise their free pass and the shift remains unfilled, all passes shall be reinstated, and the first person contacted on the list shall be mandated to work.

## **Reporting and Coverage Options**

A mandated employee shall have up to six (6) hours to report for duty.

The employee may:

- Arrange their own coverage, or
- Split the shift with another qualified employee.

All hours worked under mandatory overtime shall be compensated at one and one-half (1.5) times the employee’s normal rate of pay.

If a shift is split, both employees shall move to the bottom of the list.

## **Holdover Procedures**

If a mandated employee is delayed in reporting for duty, personnel going off shift may be held over, at the discretion of the Duty Officer, until proper coverage arrives.

Held-over employees shall:

- Have the option to work the full mandated shift, after which they shall move to the bottom of the list.

New employees shall be added to the top of the Mandatory Overtime List upon clearance for shift work.

The Fire Chief retains discretion to fill a mandated position at any time, when necessary, to ensure operational readiness.

## **Holiday Compensation**

Holidays will be paid at 1 1/2 times the normal hourly rate for the employee(s) working the actual holiday.

- New Year’s Day (Jan 1)
- Martin Luther King Day (3<sup>rd</sup> Monday in January)
- President’s Day (3<sup>rd</sup> Monday in May)
- Memorial Day (last Monday in May)
- Juneteenth (June 19<sup>th</sup>)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (1<sup>st</sup> Monday in September)

- Columbus Day (2<sup>nd</sup> Monday in October)
- Veteran’s Day (November 11<sup>th</sup>)
- Thanksgiving Day (4<sup>th</sup> Thursday in November)
- Christmas Day (December 25<sup>th</sup>)

### **Shift Trade**

To establish policy and guidance for 56-hour members of the district assigned to shift duty when requesting and receiving approval for the trading of shift hours. The policy includes eligibility, procedure, special conditions, and the recording of shift trades. Members must agree to fulfill and be accountable for their part of a trade as described within this policy.

#### **Policy**

Approved trades may not, under any circumstances, impact the administration or operations of the department, its programs, or services, nor cause the payment of overtime or other forms of compensation. Approved trades shall not impair, impact, or interfere with the work schedule or benefits of department members not participating in the trade. Trades shall not cause a reassignment of non-participating members or a reconfiguration of assigned shift personnel on the date of the trade without the prior consent of all affected members.

Eligible members must request a trade in good faith and in a courteous manner. Members granted a trade shall ensure their portion of the exchange is fulfilled according to this policy. Responsibility, liability, and accountability for voluntary trades—including paybacks—rest solely with the members involved in the exchange. If the member who agreed to work for another fails to report for duty, the member originally scheduled to work will be required to report to work, find shift coverage, or lose trade time pay.

Shift trading is a conditional arrangement allowed at managerial discretion and is subject to revision or rescission at any time. It is not the intent of this policy to replace, duplicate, or circumvent any municipal, state, or federal policy or law. If found to do so, the policy shall be immediately repealed in its entirety. A shift trade is a preapproved, formal, and scheduled agreement.

The maximum number of trades granted to any member within one calendar year shall be no more than twenty (20) shifts. Any time frame greater than two hours constitutes a shift trade.

#### **Procedures**

All shift trades are subject to the approval of the Assistant Chief or Fire Chief and must be submitted and approved at least 96 hours prior to the date of the trade.

- Requests may be submitted and reviewed electronically through First Due, but must be followed by signed trade request documents.
- In the event of competing requests submitted concurrently, approval will be granted to the employee with the longest tenure.

Trades may not interfere with department operations, including emergency response, training, maintenance, or cause undue inconvenience to other on-duty members.

Shift trades may be denied or limited at any time by the Assistant Chief or Fire Chief due to qualifications, job performance, training needs, or any other reasons that may compromise Fire District operations.

Trade requests shall not be granted to members on long-term sick leave or those under suspension for disciplinary reasons.

Trades must be completed by both parties prior to reassignment to another shift, promotion, resignation, or retirement.

Every effort shall be made to ensure that members do not work more than 72 consecutive hours. Trades shall not result in a member working more than 96 consecutive hours except in cases where a district holdover is required due to a major disaster or other rare and unforeseen circumstances as approved by the Fire Chief or designee.

### **Voluntary Early / Late Relief**

1. Voluntary early relief (VER) is an agreement between two individuals to provide relief with a maximum of two hours prior to the end of the requesting employees scheduled shift.
2. Voluntary late relief (VLR) is an agreement between two individuals to "holdover" and provides coverage at the beginning of the requesting employees scheduled shift. The maximum amount of time allowed for late relief is two hours.

VER / VLR are subject to the verbal approval of the requesting employee. It is understood that VER / VLR is not reciprocal as it is a complimentary action. Relief beyond the two (2) hour maximum is considered a time exchange and VER /VLR do not affect hours worked by either employee.

### **Vacation**

Time is not to be banked and never used; therefore, accrual cannot exceed 340 hours. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when you reduce the total to less than the allowed maximum.

#### **Accrual**

Full time employees shall be eligible for paid vacation upon satisfactory completion of twelve (12) months employment and the approval of the Fire Chief. Vacation benefits shall accrue from date of hire as a full-time employee as follows:

<u>Years of Continuous Service</u>	<u>Bi-Weekly Accrual</u>
0 through 1	4.62 hours
2 through 5	6.47 hours
6 through 10	9.23 hours
11 +	11.08 hours

### **Scheduling**

All vacations shall be scheduled and taken in accordance with the best interests of the district.

- The vacation schedule shall be posted annually as of November 1 and the employees shall sign up for their annual vacation on a seniority basis for the period January 1 through December 31. If conflicts occur in scheduling during the sign-up period of November 1 to November 30, the senior employee's selection shall prevail. The seniority bid for vacations shall be a minimum of two (2) successive days. After the seniority bids are submitted and posted on the vacation calendar, all other vacation will be allotted on a seniority basis. The employee with highest seniority may choose up to two (2) days (not required to be successive), then the employee with the second highest seniority may choose two (2) days and so the rotation continues. The list shall be closed as of November 30 and subsequent changes or selections shall be made only by mutual consent of the parties. All further selections of time off will be done on a first-come come first serve basis. Scheduling of vacation periods beyond the seniority choice, to the extent consistent with operating requirements of the district.
- Un-projected vacation requests must be received and approved by the Assistant Chief 30 days prior to the commencement of the requested vacation. The Fire Chief can deviate from this requirement if circumstances dictate.
- If un-projected vacation requests are received within **30** days of the date of the vacation, the requestee must secure the coverage for the vacation dates. These are not mandatory trades.
- Vacations are not granted in advance of accrual.
- Vacations will be scheduled at the discretion of the Fire Chief or the Assistant Chief, with due consideration given to the employee's request.
- The district will not unilaterally schedule vacation periods for employees.
- Unused vacation will only be paid out upon separation or with Fire Chief approval and available budgetary funding.

### **Request**

Vacation requests must be submitted and approved by the Assistant Chief or the Fire Chief. Requests can now be submitted and reviewed electronically through First Due, but they must be followed up with signed vacation request documents.

In the event of competing requests for times submitted concurrently, approval will be given to the employee with the longest tenure.

Vacation leave will not be granted in advance of its accrual. Upon separation of employment, an employee will be paid for accrued but unused vacation leave at his/her then regular rate of hourly pay.

### **Death or Termination**

In the event of resignation, death, or termination of an employee, for reasons other than failure to meet employment standards of the district during the initial 12 months of employment, accrued vacation, holiday and compensatory time will be paid to the employee

or the employee's surviving spouse or beneficiary. The employee shall be entitled to payment for accrued vacation, holiday and compensatory leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation, holiday and compensatory leave shall be paid in the same manner as salary.

### **Compensatory Time**

There will be no accrual of compensatory time off allowed.

### **Uniforms and Equipment**

The district will provide employees with the required uniform including boots. Replacement of the uniforms shall be done on an as needed basis as determined by the Chief or his designee. The employee may choose to replace non-repairable boots with a new pair of their choice at the district's expense. Any safety clothing or equipment required to be worn or used by employees shall be furnished and maintained by the district. Uniforms and boots will only be used for IVFD shifts and functions. IVFD uniforms and boots will not be worn off duty.

### **Probationary Period**

Every employee hired into the district shall serve a probationary period of twelve (12) months. The district has the exclusive right to terminate or discipline probationary employees for any reason, with or without cause, and any such discipline shall not be subject to the grievance procedure.

### **Physical Fitness**

#### **Physical Fitness Program**

All members of the Fire District are encouraged to participate in a physical fitness activity while on duty in order to maintain a level of fitness essential to the functions of their position.

#### **Workouts**

Each member is encouraged to participate on average no less than three (3) times weekly in physical fitness activities. Purchases of physical fitness equipment will be at the discretion of the district.

#### **Annual Physical Fitness Test**

Each employee will successfully complete the annual physical agility evaluation and possibly Medical Evaluation.

### **Training**

Shift employees will participate in all training while on shift, including weekly scheduled District training on Tuesday nights and Saturdays. Shift employees, on or off duty, must attend a minimum of fifty percent (50%) (48 hours) of all scheduled trainings and make up any missed training to achieve a minimum of seventy-five percent (75%) (72 hours) of scheduled trainings annually. Training hours will be reviewed quarterly.

Shift employees shall maintain a minimum of sixty (60) hours of firefighter training or attend task performance trainings annually to meet Oregon State Standards. All firefighters' training status shall be evaluated by November 30th of each year, and those not meeting the minimum hours and/or missing the mandatory task performance trainings will need to task out. Task performances shall be scheduled annually in December for firefighters who are deficient.

**NOTE:**

Any portion of this section may be re-evaluated and/or altered upon new Levy start dates, at the discretion of the Fire Chief.

## **OTHER BREAKS**

---

### **Heat Illness Prevention Breaks**

Oregon OSHA requires an employer to provide breaks and other appropriate measures for employees whose work environment, heat index equals or exceeds 80 degrees Fahrenheit. The heat illness prevention rest breaks and other appropriate measures may at the same time as required meal or rest periods if the timing of the break coincides with the required meal or rest period. (Reference Oregon Administrative Rule 437-002-0156)

### **Lactation Breaks**

Illinois Valley Rural Fire Protection District promotes and supports the practice and need for employees to express breast milk on its premises upon their return to work.

Until their babies are 18 months old, employees may take reasonable rest periods to express breast milk. Nursing breaks may be taken concurrently with regular meal and rest breaks, although additional reasonable break time will be made available, as needed. Management and employees will work together to find mutually agreeable hours of work and breaks which support the continuation of expressing breast milk. If an employee perceives or observes adverse treatment with respect to the expression of breast milk, a supervisor/manager should be informed immediately.

Illinois Valley Rural Fire Protection District will provide a private space with an electrical outlet, within the office building, to express breast milk. This space may vary according to available empty rooms. Hand washing facilities and a refrigerator will also be available at all sites and appropriate signage for privacy will be supplied.

Employees will be responsible for the storage of expressed milk. The milk, if stored in the refrigerator provided, must be clearly labeled with the employee's name. To ensure the safety of stored breast milk, it is recommended that the container used to store the milk be sealed in a plastic bag to prevent contamination.

### **Social and Recreational Activities**

Participation in off-duty social or recreational activities such as organization picnics and holiday parties is entirely voluntary. Participation or nonparticipation will not affect your wages, hours, working conditions, or present or future employment opportunities.

## **INCURRED EXPENSES AND REIMBURSEMENT**

---

Illinois Valley Rural Fire Protection District will pay all actual and reasonable business-related expenses you incur while performing your job responsibilities. All such expenses must be pre-approved by The Fire Chief or Designee before payment is made.

### **Expense Reimbursement Procedure and Reports**

Requests for per diem, mileage, lodging or other expenses must be submitted to the Division Chief of Administration with a signed reimbursement form. Supporting documentation and/or itemized receipts must be provided for each request.

Expense reimbursements will not be paid unless and/or until all itemized receipts are provided or, if lost, a note with a description of the business activity and expense.

### **Credit Card Payment**

If a credit card is provided to you, the employee, all receipts must be provided to the Division Chief of Administration for the credit card reconciliation process. You must follow the protocol for reconciliation of your statement and submission of documentation as required. This may include the utilization of an electronic system provided by the financial institution that the credit card is tied to.

Employees may expense and/or use a company provided credit card, for business related activities or incidental supplies following IRS guidelines.

### **Overnight Travel and Meal Expense Reimbursement**

If an employee is traveling overnight on a work-related activity, the employee may expense pre-approved lodging, food, beverage and any incidental expenses that are necessary and business related.

### **Meal Reimbursement Limits**

Illinois Valley Rural Fire Protection District will not reimburse more than the following amounts for any meal unless approved in advance by the Fire Chief; these maximums are inclusive of gratuity.

Breakfast	\$ 15.00
Lunch	\$ 15.00
Dinner	\$ 20.00

Trainings that require travel but not overnight stays (White City, Medford, Applegate, Williams, Etc.) will be paid a lunch per diem only. If meal(s) are provided a per diem will not be allowed without prior approval.

### **Exceeding meal reimbursement limits**

Illinois Valley Rural Fire Protection District recognizes that there may be certain group meal functions at locations where a conference/training is held where exceeding the meal reimbursement limits may be acceptable. Such situations should be known in advance and prior approval obtained from the Fire Chief.

### **Alcoholic Beverages**

Illinois Valley Rural Fire Protection District will not pay for alcoholic beverages and such costs should not be submitted for reimbursement.

**Transportation Expense Reimbursement**

Transportation costs may only be expensed upon prior approval. Transportation costs include such items as airfare, airport parking, hotel shuttles, automobile rental and fuel for such rental.

**Spouse/Guest Expense Reimbursement**

Illinois Valley Rural Fire Protection District will not pay for meals or entertainment of spouses/guest/significant others.

Illinois Valley Rural Fire Protection District expects its employees to use good judgment and reserves the right to deny an expense if, in management's belief, it is unreasonable.

# EDUCATIONAL AND TRAINING ASSISTANCE

---

## Educational and Training Assistance

Full-time line-employees who wish to attend work-related school may do so strictly on a voluntary basis, subject to the following:

- You must submit a training request form, which must be signed by the Fire Chief and Training Officer.
- If your shift begins in the morning proceeding the day you will be going to school, you may leave work only with the approval of the Officer in charge.
- You will be required to report for duty on the day following the last day of school, if you are scheduled for that day.
- School expenses may be paid by the district only if funds are available and the expenses are approved in advance by the Fire Chief or Designee.

## Compensation for Attending Training, Conferences and Meetings

### Obtaining and Retaining State Certifications

In accordance with the FLSA, if you are required to hold a state certification(s) as a requirement of your position, such as an Oregon EMT certification, compensation will be at the discretion of the Fire Chief.

### Mandatory Meetings, Conferences and Training

In general, your attendance at a meeting, conference or training will be considered mandatory, and you will be compensated for such attendance, if:

- You attend the meeting, conference or training during your regular work hours; or,
- Your attendance is required by the district; or
- The meeting, conference, or training is directly related to your job; or
- You perform any productive work during such attendance

The time you actually spend in a mandatory meeting, conference or training will be treated as actual hours worked and compensated; time spent completing homework assigned by the instructor and which you are required to complete also will be treated as actual hours worked and compensated. Voluntary study time and other time spent outside the meeting, conference or training will not be treated as actual hours worked and will not be compensated. This rule applies regardless of the location, day, time or duration of the mandatory meeting, conference or training.

### **Voluntary Meetings, Conferences and Training**

The time you spend in a meeting, conference or training that is not required by the District, and which you attend for your own personal interests or benefit, will not be treated as actual hours worked and will not be compensated, regardless whether the District voluntarily chooses to pay or reimburse you for all or a portion of the meeting, conference or training, or related materials.

## **Travel Time**

### **Commute Time**

You will not be paid for normal home-to-work and work-to-home travel, even when you are required to report to work at a location away from the district's offices or stations.

### **Travel while working or to Attend a Mandatory Meeting, Conference or Training**

You will be paid for all travel time incurred in the course of performing your duties or in attending a mandatory meeting, conference or training, regardless where or when the travel occurs (excluding commute time, discussed above). If you will be taking public transportation (*i.e.*, bus, train or airplane), the travel time to and from the bus or train station, or airport, will be treated as commute time. All time spent on the public transportation will be considered actual hours worked and compensated.

### **Travel to Attend a Voluntary Meeting, Conference or Training**

You will not be paid for travel time incurred in attending a voluntary meeting, conference or training, regardless (i) where or when the travel occurs; (ii) whether the district provides/sponsors the training; or, (ii) whether the district voluntarily chooses to pay or reimburse you for all or a portion of the meeting, conference or training, or related materials.

## **Leave for Involvement in Child's Academic Activities**

You should make a reasonable attempt to schedule any academic activities related to your children outside of regular work hours, and schools must make reasonable efforts to accommodate working parents; however, beginning with the academic year, and each academic year thereafter, where such activities cannot be scheduled outside of working hours, the District will provide each full-time non-exempt employee up to 6 hours per month (up to a maximum of 18 hours in an academic year) of unpaid leave to participate in the academic activities of the employee's child or any child for whom you have primary legal responsibility.

Eligible academic activities include meetings or conferences regarding the child in grades K-12, including parent-teacher conferences; meetings related to special education services; a response to intervention; and, meetings or activities to address dropout prevention, attendance, truancy, or disciplinary issues.

Leave may be taken in no longer than 3-hour increments. You must provide at least one week's advance notice of the need for leave. Your request must be accompanied by the school's written verification of the academic activity. If a situation arises where advance notice cannot be provided, you must provide notice as soon as you are aware of the need and provide the school's written verification upon return to work. The district may deny a leave request in cases of emergency or other situations that may endanger a person's health or safety, or result in the district's inability to provide emergency services.

You may choose to use accrued vacation leave for the academic activities leave rather than take unpaid leave. Time spent on academic activities leave is not actual hours worked and will not be counted for purposes of calculating overtime. Academic activities leave may not be carried over from academic year to academic year.

### **Volunteer and Student Benefits**

In addition to the intangible benefits derived from providing service to the community and gaining invaluable training and experience, the district provides the following benefits to its volunteers and students.

#### **Educational and Training Expenses**

Volunteers and students receive training by the district during the initial 12-month probationary period. After successful completion of the probationary period, you may be eligible to attend training and educational classes that have been pre-approved by the Training Coordinator. You must submit a training or education request form, which must be signed by the Training Coordinator and Fire Chief. Educational and training expenses provided or reimbursed by the district must comply with the district's accountable plan policy and IRS regulations relating to education programs and expenses.

## **PAY EQUITY**

---

Illinois Valley Rural Fire Protection District strives to ensure all employees receive an equitable total compensation package based on a variety of factors relating to their position, job performance, education, and experience. From time-to-time, employees performing work of comparable character may have different compensation levels. Any such differences will be based on Illinois Valley Rural Fire Protection Districts objective processes for evaluating an employee's work and one or more of the following factors: longevity, seniority, merit, quantity or quality of work, workplace location, regular and necessary travel, education, training, experience, or any combination of those factors. Employees who believe they are not being compensated fairly are encouraged to discuss the matter with the Division Chief of Administration to obtain clarification.

# **BENEFITS**

## PURPOSE AND POLICY

---

Illinois Valley Rural Fire Protection District strives to provide equitable and cost-effective benefits for employees in recognition of the influence benefits have on employees' economic and personal welfare. Our benefits program is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions, and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to volunteers, part-time, temporary or on-call employees.

Some benefits may accrue during your new-hire introductory period, but in most cases eligibility to use these benefits will not occur until you obtain regular employee status or meet other conditions of employment specified in the Handbook or contained in the benefit policy/plan booklets.

Discretionary employee benefits not mandated by state or federal law are selected and controlled by Illinois Valley Rural Fire Protection District. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. When costs of discretionary insurance benefit plans exceed the organization's interest in or ability to pay the full premium, we will require you to share in the cost of your coverage.

### **Benefit Design and Modification**

Illinois Valley Rural Fire Protection District reserves the right to design plan provisions and to add, eliminate, or otherwise modify the benefits described in this Handbook or elsewhere in plan documents when it is in the organization's best interest. Consider that changes to benefits may occur at management's discretion prior to making a serious, long-term decision based solely on current benefit offerings.

### **Benefit Plan Documents**

You will receive summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents govern. These official documents are available from the Division Chief of administration for your review. We ask that you refer any questions about this information to the Division Chief of Administration.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or as a result of changes in our business situation or economic conditions. We encourage you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from employment, employees may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in this Handbook apply only so long as the Handbook is current; employees do not have vested rights.

## HEALTH INSURANCE BENEFIT

---

Illinois Valley Rural Fire Protection District currently provides health insurance coverage for all full-time employees and their dependents if they are otherwise eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the Division Chief of Administration.

### **Eligibility**

This benefit is provided for all regular full-time employees. If eligible, you may begin to participate in the plan the first of day of the month following hire.

### **Plan Enrollment**

You will be given enrollment forms upon hire. If you don't want to enroll at the time of hire and later decide to request enrollment, you will only be allowed to enroll if you can demonstrate that a qualifying event has occurred which qualifies you for a special enrollment period or at the time of open enrollment.

The organization pays the full monthly premium for enrolled employees, spouses, and applicable dependents. Deductibles and cost sharing will be evaluated annually.

Illinois Valley Rural Fire Protection District provides full time employees with a Veba HRA to help offset medical expenses. Annual contributions are made to the Veba accounts as stated by Resolution 19-16 which authorizes the Illinois Valley Rural Fire Protection District to self-fund the deductible amount of \$500.00 per insured including spouse and family with a maximum of \$1,000.00 for employees hired after September 1, 2017. Any employees hired before September 1, 2017 will be "grandfathered" in at their current rate of \$500.00 per insured not to exceed \$2,000.00.

An eligible employee who chooses not to enroll in the insurance plan is not entitled to any other form of compensation in lieu of coverage and is required to sign a written waiver of participation.

Medical information is covered by HIPAA regulations. Illinois Valley Rural Fire Protection District realizes the responsibility we have to treat your private health information with great care and discretion. We have implemented safeguards to protect this information.

### **Termination of Coverage**

In the event that you or your dependents lose eligibility to participate in the health plan, you may have the health plan coverage extended for a period of time. Eligibility can be lost due to a prolonged absence from work or if certain "qualifying events" occur that would otherwise cause your or a dependent's group health coverage to terminate. Examples of qualifying events are termination of employment, a reduction in hours, divorce or legal separation, entitlement to benefits under Medicare, a dependent child reaching the age of 26, or a leave of absence. You must notify us or the plan when a dependent child loses eligibility or in the event of divorce or legal separation.

You, your spouse, and dependents may continue group health insurance for a certain period of time at your own expense under COBRA. However, continuation does not occur automatically. You and any dependents have 60 days to enroll in the plan, which starts on the later of a) the date the election notice is received or b) the date you and any dependent would otherwise lose coverage; you have 45 days to pay the initial premium. Coverage will be retroactive to the date of the qualifying event. You and any covered dependent will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs, your spouse, and dependents may continue group health insurance for up to 18 months at your own expense if you were enrolled in the plan for at least one month. However, continuation does not occur automatically. You must elect coverage. You and any dependents have 60 days to enroll in the plan, which starts on the later of a) the date the election notice is received or b) the date you and any dependent would otherwise lose coverage, or you and any dependent will lose the right to state continuation coverage. Payment of the premium must then occur within 45 days for coverage to continue. You and any covered dependent(s) will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

### **Portability/Conversion of Health Plan**

If you have been continuously covered under our group medical insurance policy for at least 180 days and your employment with us ends, you may be eligible to convert to an individual policy with our insurance carrier. You may request this portability coverage before, during, or at the end of the benefit extension period described above. However, you must apply for portability coverage from our insurance carrier within 60 days after your group coverage ends. Please contact the insurance carrier for more information about this coverage.

## **DENTAL INSURANCE BENEFIT**

---

Illinois Valley Rural Fire Protection District provides a Dental Insurance plan for employees.

### **Eligibility**

Full Time employees are eligible for dental insurance coverage on the first day of the month following the date of hire. Part-time, temporary, and on-call employees are not eligible to participate in dental insurance.

### **Cost**

Illinois Valley Rural Fire Protection District pays the full monthly premium for enrolled employees, spouses, and applicable dependents at this time. Cost sharing will be evaluated annually.

## **OTHER INSURANCE BENEFITS**

---

### **Group Life Insurance**

We provide group life insurance coverage for eligible full-time employees. The amount of insurance coverage is equal to your base annual salary with a \$50,000 maximum. Illinois Valley Rural Fire Protection District pays the full premium. Cost sharing will be evaluated annually.

### **Short-Term & Long-Term Disability**

Illinois Valley Rural Fire Protection District provides a Group Short-Term and Long-Term Disability plan for eligible full-time employees. Illinois Valley Rural Fire Protection District pays the full monthly premium for enrolled employees, spouses, and applicable dependents at this time. Cost sharing will be evaluated annually.

No employee will be required to exhaust benefits provided under the long-term disability insurance plan before making a claim for Paid Leave Oregon benefits. [Effective January 1, 2026]

# SICK LEAVE

---

## **Purpose**

The purpose of this policy is to outline the accrual, use, and administration of sick leave for all employees of the Illinois Valley Rural Fire Protection District (“District”), in accordance with Oregon state law and District operational requirements.

For questions regarding sick leave, employees should contact the Division Chief of Administration.

## **Eligibility and Use**

Employees may begin using accrued sick leave on the 90th calendar day of employment and may continue to use it as it accrues thereafter.

## **Notification of Inability to Work**

Employees are expected to attend work reliably, predictably, and regularly.

- Employees who are unable to report to work due to personal or dependent illness or injury must notify their immediate supervisor on or before their scheduled start time.
- If an employee becomes ill during the workday, they must notify their immediate supervisor or designee prior to leaving work.
- A medical release and drug test may be required prior to returning to duty if the employee has been absent more than four (4) consecutive workdays.

## **Accrual**

To minimize the economic hardship caused by short-term illness or injury, sick leave shall accrue as follows:

- 56-hour employees: accrue 4.62 hours of sick leave per complete bi-weekly pay period (approximately 195 hours annually).
- 40-hour and exempt employees: accrue 4.0 hours of sick leave per complete bi-weekly pay period.
- Accrual begins on the employee’s date of hire and is prorated for partial pay periods.

## **Utilization**

Employees may use accrued sick leave for the following purposes:

- Personal illness or injury (serious or non-serious)
- Preventive medical or dental care appointments
- Donating blood
- Care for an immediate family member, including: spouse or domestic partner (registered or unregistered), children (biological, adopted, step, or foster) and their spouses or partners, parents, grandparents, grandchildren,

siblings, and step-siblings.

### **Dependent Care**

- When sick leave is used for dependent care, employees are expected to make alternative care arrangements as soon as reasonably possible.
- Such leave shall not exceed seventy-two (72) hours in any one fiscal year.
- If family or medical leave laws apply, employees must comply with all notice and documentation requirements under those laws.

### **Personal Illness**

- Sick leave for an employee's own illness shall not exceed eighty (80) hours per event for exempt or 40-hour employees and ninety-six (96) hours per event for 56-hour employees.
- An event extension may be granted for cases requiring bed rest, recovery, rehabilitation, or other medical needs.
- Extensions require a doctor's note specifying the reason and approval from the Fire Chief or designee.

### **Medical Appointments**

- Requests for time off for scheduled medical appointments must be submitted at least ten (10) days in advance to the Fire Chief or designee.
- Employees with multiple medical appointments within a thirty (30) day period must provide a doctor's note verifying attendance.

### **Verification and Documentation**

- The district may require a doctor's verification of illness as a condition of sick leave payment when there is reason to believe an employee is abusing sick leave or when attendance problems have been identified.
- Except as provided under the administrative rules of PERS, there shall be no compensation for unused sick leave at the time of retirement or termination.

### **Concurrent Leaves**

When applicable, multiple types of leave may run concurrently. In accordance with federal and state law, sick leave, workers' compensation, family or medical leave, personal leave, disability accommodation leave, or unpaid leave may overlap and count toward the employee's total family or medical leave entitlement.

The district reserves the right to designate qualifying absences as Family and Medical Leave

(FMLA/OFLA) when appropriate.

### **Medical Certification**

An employee on sick leave that runs concurrently with other leave types (e.g., family medical leave or personal leave) must provide the required medical certification. This may include:

- Completion of the FMLA/OFLA physician certification form
- Submission of second or third medical opinions as permitted by law
- Fitness-for-duty certification prior to returning to work

### **Donating Sick Time**

Employees in good standing may donate up to 50 hours of accrued sick leave to another employee who has exhausted their own leave balances and requires additional time off due to illness or injury.

To prevent potential abuse, employees who are suspended, under investigation, or in the process of separating from the district (including those with a pending job offer) are not eligible to donate sick leave.

All sick leave donations are subject to approval by the Fire Chief.

Unused sick time is not paid out upon separation from employment.

### **Abuse of Sick Leave**

Abuse or misuse of sick leave is grounds for disciplinary action, up to and including termination.

### **Return to Work**

- All employees returning from extended medical leave must provide Fitness for Duty medical clearance from their attending physician prior to resuming duty.
- Employees are required to complete a job-related physical assessment within 30 days of returning to work.
- Long-term (over 60 days) separation, employees must attend a third-party job-related physical assessment
- Employees will also be subject to drug testing in accordance with District policy.

### **Administrative Authority**

The Fire Chief or designee has the authority to:

- Approve or deny sick leave and extensions
- Require supporting documentation

- Determine compliance with this policy
- Coordinate sick leave with other applicable leave laws

## **OTHER BENEFITS**

---

### **Retirement Benefits**

Retirement benefits are provided to eligible full-time employees pursuant to state law through PERS Benefits Plan. The plans are administered by the Oregon State PERS Program. Plan benefits are subject to PERS rules. Specific details on the retirement plan are available at the PERS website [pers.state.or.us](http://pers.state.or.us).

### **Unemployment Insurance**

Illinois Valley Rural Fire Protection District has elected to be responsible for unemployment benefits as provided by the Oregon Employment Security Act.

### **Workers' Compensation Insurance**

Illinois Valley Rural Fire Protection District provides Workers' Compensation Insurance to all members. If you are injured, infected, or become ill while performing work for, or activities on behalf of, the district, you must report, in writing, the injury or illness to your supervisor within 24 hours. Failure to follow this procedure may jeopardize your right to workers' compensation benefits.

# LEAVES OF ABSENCE

## **LEAVE OF ABSENCE POLICY**

---

We realize that our employees may encounter situations that require a temporary short-term or extended absence from work. We offer several different types of leaves of absence:

Bereavement Leave	Domestic Violence Leave	Paid Leave Oregon
Civic Duty	FMLA/OFLA	
Crime Victims' Leave	Leave to Donate Bone Marrow	
Disability Leave [Non-FMLA]	Uniformed Services	

The type of leave requested may determine which employees are eligible and what procedure should be followed in requesting and obtaining the leave. The effect of the leave on benefit accruals, benefits, and reinstatement rights also varies according to the type of leave you are requesting. Each of these leaves is discussed on the following pages. If you have any questions about your potential eligibility for a leave or your benefits and rights while on a leave, please contact Division Chief of Administration.

No sick time or vacation time will be accrued while on any Leave of absence.

## **BEREAVEMENT LEAVE**

---

You are eligible to take a Bereavement Leave in the event of the death of the following family members:

- spouse or domestic partner of a covered individual
- child of a covered individual or the child's spouse or domestic partner
- parent of a covered individual or the parent's spouse or domestic partner
- sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner
- grandparent of a covered individual or the grandparent's spouse or domestic partner
- grandchild of a covered individual or the grandchild's spouse or domestic partner

Leave to attend the funeral of a non-immediate family member with whom you had an especially close relationship may also be granted at the discretion of management.

This leave may be taken to attend the funeral (or alternative) of the family member, to make arrangements necessitated by the death of a family member, or to grieve the death of a family member. The leave must be completed within 60 days after the date on which you received notice of the death of your family member.

### **Length of Leave**

The total length of leave you may be granted for bereavement is situational and may be decided based upon the unique circumstances of your need and applicable law.

### **Request Procedure**

If possible, you should provide notice of the need for leave 10 days in advance. You are required to at least provide oral notice within 24 hours of taking leave.

### **Pay While on Leave**

You will continue to receive regular pay up to ten [10] hours a day for up to four [4] days, or 24 hours a day for up to two days for 56-hour employees, which is the maximum company-paid absence allowed. Employees may choose to cover an additional period of absence with any available accrued time off.

### **Status of Benefits**

Company-paid bereavement leave will not affect your eligibility for benefits or the continuation of benefits.

# CIVIC DUTY LEAVE

---

## **Jury or Witness Duty Leave**

Employees subpoenaed to serve as witnesses or for jury duty may obtain a protected leave of absence. If we feel that your absence would cause undue hardship for you or the organization, we may instead request, with your agreement, that jury duty be postponed. You may choose to use your accrued paid vacation time available for voluntary service as a witness or for court appearances you must make as part of your own legal proceedings or lawsuit.

### **Length of Leave**

Jury or witness duty leave is available for the period of time covered by the initial subpoena or court order and any involuntary extensions.

### **Request Procedure**

You must notify your manager or supervisor as soon as is practicable after you receive notice asking you to serve as a witness or as a juror so that arrangements can be made to cover your position. You are expected to provide us with a copy of the subpoena or notice within five [5] days after you received it.

### **Pay While on Leave**

You will be compensated for the difference between the civic pay received and your regular rate of pay for duration of civic need.

### **Status of Benefits**

Benefits are not affected by jury or witness duty leaves.

## **Voting Leave**

We encourage all employees to vote and to take advantage of polling hours before or after work. However, if you are unable to vote outside of business hours, we will work to accommodate you in arranging a time for you to vote.

### **Request Procedure**

You must notify your manager or supervisor before Election Day if you are unable to vote before or after work and provide a valid reason voting during those hours is not possible.

### **Pay While on Leave**

Time off to vote will be without pay for non-exempt employees, unless you have earned hours of vacation or personal time that you can use for that purpose.

## **CRIME VICTIMS' LEAVE**

---

If you or a member of your immediate family suffers financial, social, psychological, or physical harm as a result of a personal felony or an employee is a victim of harassment, under the public offenses statutes, you may be entitled to take protected leave from work to attend criminal proceedings.

### **Safety Measures**

The company will provide reasonable safety measures, if you are the victim of harassment or a threat of harm that would be expected to cause concern.

### **Eligibility**

You will be eligible to take crime victims' leave if you have worked an average of more than 25 hours per week for the organization for at least 180 days immediately before the leave would begin.

### **Length of Leave**

The amount and length of leave time you may take is limited to that which does not create significant difficulty and expense (undue hardship) to the organization. If the organization must limit your leave due to undue hardship, we will notify the prosecuting attorney in the criminal proceeding, who is required by law to notify the court. The court will then take your work schedule into consideration when scheduling the criminal proceedings.

### **Request Procedure**

You must provide your manager or supervisor with reasonable notice of your intention to take crime victims' leave and provide copies of any notices of scheduled criminal proceedings that you receive from a law enforcement agency. We will treat such documentation as confidential information.

### **Pay While on Leave**

Crime victims' leave is unpaid; however, eligible employees who take this type of leave are required to use any accrued paid vacation/sick time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week, although accrued time must be used first.

### **Status of Benefits**

Benefits are not affected by crime victims' leave.

# DOMESTIC VIOLENCE LEAVE

---

An employee who is a victim of domestic violence, harassment under the public offenses' statutes, sexual assault, bias crimes, or stalking or whose minor child or dependent is a victim may be entitled to take unpaid protected leave from work.

## **Eligibility**

All Illinois Valley Rural Fire Protection District employees are eligible to take domestic violence leave.

## **Types of Services/Treatment**

An employee may take leave to seek legal or law enforcement assistance, to secure medical treatment, to obtain counseling or victim services, to relocate, or to take other reasonable steps to ensure one's own health and well-being or that of a child or legal dependent.

## **Length of Leave**

The amount of leave taken will be reasonable and that does not create significant difficulty and expense (undue hardship) for the organization.

## **Request Procedure**

An employee accessing this leave provision needs to request time off from a manager or supervisor as much in advance as possible to aid in scheduling. We understand that instances of violence are usually not predictable, and these requests may be made with little forewarning. We will treat any information you share as confidentially as possible.

## **Safety Measures**

The Company will provide reasonable safety measures, if you are the victim of domestic violence, harassment, sexual assault, bias crimes, or stalking.

## **Pay While on Leave**

Domestic violence leave is unpaid; however, eligible employees who take this type of leave are required to use any accrued paid vacation/sick time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week, although accrued time must be used first.

## **Status of Benefits**

Benefits are not affected by domestic violence leave.

## **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

---

### **Oregon organizations with 49 or fewer employees in a 75-mile radius**

The Federal Family and Medical Leave Act (FMLA) apply to all public employers, regardless of employee count, and all organizations who employ fifty or more employees, within a 75-mile radius. However, due to the size of our organization, employing less than 50 employees, we are not considered a covered employer. Employees therefore are not eligible for this protected leave type. Notice will be provided to employees should our eligibility change.

## **OREGON FAMILY LEAVE ACT (OFLA)**

---

### **Oregon organizations with 24 or fewer employees**

The Oregon Family Leave Act (OFLA) applies to all employers who employ twenty-five or more employees. However, due to the size of our organization, employing less than 25 employees, we are not considered a covered employer. Subsequently, employees are not eligible for this protected leave type. Notice will be provided to employees should our eligibility changes.

## **PAID LEAVE OREGON**

---

Illinois Valley Rural Fire Protection District provides a Paid Leave Oregon Insurance plan through Oregon Employment Department. This insurance is required by Oregon state law and provides paid time off to eligible employees. This is a protected leave. All health-related information gathered by the insurer and organization during this process will be maintained as confidential. Employees will not be discriminated against or retaliated against for using or trying to use this insurance benefit. We encourage each employee to use the combination of time off and benefits that meet their personal needs.

### **Cost**

Employees will see a (up to 60% of 1%) deduction from gross wages for each paycheck. The employer will contribute (no less than 40% of 1%) of the employee's gross wages for each paycheck.

The employee and employer minimum and maximum, as well as overall costs, of this coverage will be assessed annually by the Oregon Employment Department and may change. Employees will receive notice in advance of any change.

***NOTE: Oregon Employment Department will assess and adjust, as needed, the employee deduction and employer contribution levels, and total gross wage cost annually.***

### **Eligibility**

Most employees who work in Oregon are eligible to submit a claim. The determination of eligibility will be made by Oregon Employment Department. If an employee disagrees with an eligibility determination, the employee may use the appeal process outlined in the determination notice.

## **Length of leave**

The length of leave is part of the determination process. An employee may qualify for up to twelve (12) weeks of leave annually. The annual benefit year begins the Sunday prior to the first use of leave for any reason. The coverage may be approved in intermittent single day use up to a continual twelve (12) week period.

## **Reasons for leave**

Benefits may apply to a variety of situations, including:

- Family leave
  - During the birth of a child
  - Bonding with a child in the first year:
    - After birth
    - When the child is placed in the employee's home through foster care or adoption
  - To care for a family member with a serious health condition\*.
- Medical leave - The employee caring for themselves when the employee has a serious health condition.
- Safe leave - For survivors of:
  - Sexual assault
  - Domestic violence
  - Harassment
  - Bias Crimes
  - Stalking
- Pregnancy Disability Leave (Additional 2 weeks)

\* A serious health condition is an illness, injury, impairment, or physical or mental condition that: requires inpatient care, poses an imminent danger of death or possibility of death in the near future, requires constant or continuing care, involves a period of incapacity, involves multiple treatments, or involves a period of disability due to pregnancy.

## **Insurance benefit while on leave**

The amount of benefit the employee will receive will be calculated based upon the employee's earnings for the prior year. This will also be part of the determination of coverage process. The Oregon Employment Department may adjust the minimum and maximum benefit amounts annually, and the employee will receive notification before a change occurs. Visit Employees and Paid Leave Oregon website for the current rates.

## **Use of accrued leaves when on PLO**

Employees may choose to use accrued leaves while on PLO. Employees may use up to the number of hours they are regularly scheduled to work, OR the number of hours represent the difference between their benefit and their regular rate of pay excluding overtime. Employers may not require an employee to use these leave balance(s).

## **Notification of the need for leave**

An employee is required to provide Illinois Valley Rural Fire Protection District notice of the intention to take leave. For planned events, the employee is required to provide thirty (30) days' written notice. For unplanned events, the employee is required to notify the employer within

twenty-four (24) hours of the leave and provide written notice within three (3) days. If an employee is incapacitated due to the unplanned event and is unable to meet these obligations, we ask the employee to notify the employer as soon as possible.

### **Filing a Claim for coverage**

Employees will need to establish an account at Frances Online and file claims electronically. This is the electronic system of records for the Oregon Employment Department. Employees are responsible for submitting the required paperwork and any updates or changes to their claim. The employer will be unable to complete the application process on the employee's behalf.

### **Job and Benefit Protection while on leave**

If an employee has been employed with the employer for at least ninety (90) days prior to the leave, the employee will be restored to the same position upon their return, if the same position exists. If the same position does not exist Employees will be restored to a different position with similar job duties and the same employment benefits and pay. This position may or may not have the same terms and conditions. The employer may require a release to return to work on or before the day of restoration. If, at the time of leave, the employee is receiving health benefits these will be maintained.

### **Complaints Procedure**

Our goal is to solve all concerns at the lowest possible level. We encourage all employees to bring complaints to Operations Chief promptly and in writing.

We understand employees may choose to seek outside assistance to resolve complaints regarding this coverage. Employees may contact the Oregon Bureau of Labor and Industries to file a complaint or may contact an attorney of their choice to determine if a civil action may be appropriate.

## **LEAVE TO DONATE BONE MARROW**

---

### **Eligibility**

Employees working 20 or more hours per week are eligible for this leave.

### **Length of Leave**

An employee may use up to 40 hours of leave which may be taken as paid (using available accrued time off) or unpaid time. In extenuating circumstances, approval to take more time off may be granted by a supervisor or manager.

### **Request Procedure**

You must notify your manager or supervisor as soon as is practicable after you become aware that you will be donating bone marrow. You are expected to provide a copy of the doctor's verification for bone marrow donation. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave of absence used before that determination was made will not be affected.

### **Status of Benefits**

Benefits are not affected by this leave.

# UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

---

Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Re-employment Rights Act and applicable state regulations. The policy covers employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training. These military members, and those with previous or current military service, are protected from discrimination and harassment.

## **Eligibility**

All employees of the organization except those hired on a brief, non-recurrent basis are eligible for leave.

## **Length of Leave**

Given that the requirements regarding this type of leave are subject to change, the length of this leave will be administered under the current provisions of all applicable laws at the time of occurrence.

## **Request Procedure**

You must provide oral or written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

## **Pay While on Leave**

Military leaves are without pay unless you elect to utilize vacation benefits earned before the commencement of the leave.

## **Status of Benefits**

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, and length of service pay increases, as may be provided by applicable statutes of the United States and the State of Oregon. For any leave extending beyond 30 days, you may maintain health care insurance benefits for up to 24 months while on leave by paying the full insurance premiums.

## **Reinstatement**

If you are returning from a USERRA leave, you generally must report to work or request re-employment within prescribed time limits, which are based on the length of the leave as follows:

1 to 30 days: You are expected to report to work on the first regularly scheduled work day following the completion of your service and an eight-hour rest period. You will most likely be reinstated to a position you would have held had you not taken leave or to the same position you held prior to the leave.

31 to 180 days: You should submit an application for reemployment no later than 14 days after an honorable release from service unless it is impossible or

unreasonable through no fault of your own. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by Illinois Valley Rural Fire Protection District, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

181 days or  
longer:

You must apply for re-employment no later than 90 days after the completion of satisfactory service, absent extenuating circumstances. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by Illinois Valley Rural Fire Protection District, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

For service of 31 days or more, Illinois Valley Rural Fire Protection District will request that you provide documentation to verify your rights to re-employment, including your separation papers.

Time limits for applications for re-employment are extended for up to two years for disabled veterans, unless extenuating circumstances beyond a veteran's control may warrant another minimal extension beyond that period. Failure to file an application within the required time periods may otherwise result in a loss of the right to re-employment.

# ABSENT WITHOUT LEAVE

---

## **Absent Without Leave (AWOL)**

Absent Without Leave (AWOL) occurs when an employee:

- Fails to report for a scheduled shift or assignment
- Does not obtain prior approval for leave
- Fails to notify a supervisor within the required timeframe

This typically means failing to report at the start of the shift without proper notification or secured relief coverage.

## **Notification Requirements**

Employees are expected to:

- Notify their immediate supervisor before the start of the shift whenever possible
- Make contact as soon as reasonably practical if advance notice is not possible
- Follow established chain-of-command procedures
- Use approved communication methods (verbal contact is required, followed by written documentation)
- Provide required documentation, such as medical verification, when applicable

## **Operational Impact**

Unauthorized absence affects:

- Minimum staffing levels
- Firefighter and public safety
- Response capability and deployment reliability
- Overtime expenditures
- Mutual aid commitments

## **Investigation Process**

When an employee fails to report:

- The supervisor attempts immediate contact
- A welfare check may be initiated if warranted

- The absence is documented
- An administrative review is conducted to include BOLI
- The employee is allowed to explain

### **Progressive Discipline**

- Written reprimand for first offense
- Suspension without pay for subsequent offenses, or
- Extended suspension for repeated violations, or
- Termination for chronic or serious misconduct

Immediate termination may occur if the absence involves:

- Abandonment of duty during an incident
- Falsification
- Pattern of misconduct
- Conduct creating a safety risk

### **Job Abandonment**

Job abandonment is defined as:

- Failure to follow process directives from the chain of command
- Failure to report for two consecutive scheduled shifts
- No contact with the employer
- No approved leave

At that point, the employee is considered to have voluntarily resigned.

### **Distinction From Protected Leave**

AWOL does not apply to:

- Approved sick leave
- FMLA-protected leave

- Military leave under USERRA
- Workers' compensation leave
- Administrative leave
- Short-term disability

If the absence qualifies under protected leave laws, it cannot be classified as AWOL. These policies align with guidance and enforcement standards from the Oregon Bureau of Labor and Industries

# **HEALTH AND SAFETY**

## EMPLOYEE HEALTH AND SAFETY

---

Illinois Valley Rural Fire Protection District is committed and legally responsible to provide our employees with a safe and healthful work environment while on-site, in the field, and working at an approved alternative location (such as an employee's home). To accomplish this goal, both management and employees must make diligent efforts to promote safety within applicable laws and standards.

We develop and implement safety rules and regulations through our managers and supervisors. This process is ongoing and requires periodic safety audits. Safety audits are undertaken to determine the necessity and feasibility of providing devices or safeguards to make the workplace safe and healthy. We also educate employees about workplace hazards and the proper and safe methods to use in performing tasks.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing, shoes, and equipment, attending all training sessions offered, and following directions of warning signs, signals, and supervisory personnel.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to you and could subject Illinois Valley Rural Fire Protection District to fines and penalties. No one will be retaliated against for filing a workers' compensation claim in good faith.

Safety rules and regulations will be issued or modified from time-to-time and will be effective immediately upon communication. Rules and regulations will be distributed to you and posted on the employee bulletin board.

If an injury or illness occurs you are required to:

- Take remedial first aid actions; seeking emergency care if necessary.
- Report the injury or illness as soon as possible.
- Fill out the report form and workers' compensation form.
- Provide your supervisor with a medical release from a doctor.
- Review the incident with your supervisor/chain of command.

### **Early Return to Work Program**

Our Return-to-Work program provides guidelines for returning you to work as early as possible after you have suffered an on-the-job injury or job-related illness. The program is not intended to

be a substitute for reasonable accommodation when an injured or ill employee also qualifies as an individual with a disability.

The Return-to-Work program consists of a team effort by supervisors, employees and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning an employee to productive work. Through this team effort, we hope to help our employees recover and return to full employment as soon as their medical condition permits.

If you are injured on the job and your doctor determines that you are able to perform modified work, the organization will attempt to provide such a job until you are able to resume your regular duties, except, where provided as an accommodation for a permanent disability. All modified work is temporary and may be offered at any location or on any shift. If you are offered a modified position that has been medically approved, failure to report at the designated time and place may affect time loss compensation.

### **Return to work policy**

The following procedures must be followed by members who anticipate a return to work following an on-the-job injury, which had resulted in the member's being off work for any length of time.

- All requests to return to work must be accompanied by a dated, written release signed by the members attending workers compensation physician. The physicians release must clearly specify whether the member is released to full non restricted duty, or identify any work restrictions plus the member's availability for light duty.
- Members are required to return to work on the next business day after the members' Receipt of their physician's written release. Failure to seek a written release upon the member's ability to return to work may constitute abandonment of the member's right to reinstatement or reemployment.
- Requests to return to work may be brought in personally or mailed to the district. If mailed, the request should be directed to the person listed in No. 4 below. Requests delivered personally to the District Office will be considered on the date in which the document was received. Mailed requests will be considered on the date of receipt. All requests will be date stamped upon receipt.
- All requests to return to work must be acknowledged by the Fire Chief or Designee.
- If a suitable job is not available at the time of the member's request, the member must contact the Operations Chief in person or by telephone once a week to renew their request. If a period of 10 calendar days elapses without such a contact, the member will be considered to have abandoned their right to be returned to work.
- All job offers will be made by telephone. It is the member's obligation to keep the district advised of any changes in telephone numbers.

- If a member is offered a suitable position in response to their request to return to work and that member refuses to accept it, that member will be considered to have voluntarily terminated their employment and abandoned the right to reinstatement or reemployment.
- All members who return to work must pass a job-related assessment within 30 days and will be subject to drug testing.

### **Return to work policy; non-job-related injury or illness**

- All members who return to work must provide medical clearance.
- All members who return to work must pass a job-related assessment within 30 days and will be subject to drug testing.

### **Use of tobacco or tobacco products (to include vaping) in the Workplace**

Illinois Valley Rural Fire Protection District is a non-smoking facility. This includes the use of electronic cigarettes and vaping devices. Places outside the office may be designated as smoking areas; smoking is limited to these areas. Please do not smoke or vape within ten (10) feet of any entrance, exit, window, or air intake device. If any employee has a concern about the areas designated, that individual should speak with the appropriate supervisor. You must use common courtesy and cleanliness when smoking/vaping or using other tobacco products (dip/chew), including proper disposal of cigarette butts and spit cups/containers. Trash cans will not be used as spittoons.

### **Employee Right to Know/Hazard Communication Program**

Illinois Valley Rural Fire Protection District provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information, you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not delay in asking your supervisor or Chief of Logistics.

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

#### **Container Labeling**

The Chief of Logistics will verify that all containers received for use will:

- Be clearly labeled as to the contents with a product identifier.
- Note the appropriate hazard warning with a precautionary statement, pictogram, hazard statement, and supplemental information.
- List the manufacturer/supplier's name, address, and emergency phone number.

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each section will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks. For help with labeling, see the Chief of Logistics.

### **Safety Data Sheets (SDS)**

Copies of safety data sheets for all hazardous chemicals that employees of this organization may be exposed to will be kept in the Logistics Department and at Station #4. Safety data sheets will be available to all employees for review during each work shift. Never use a chemical or associated machinery if its safety data sheet is not available; you should immediately contact the Chief of Logistics before using the chemical or the machine containing it.

### **Employee Information and Training**

All new members will be required to take a Hazard Communications class training (online) with annual updates to follow.

- An overview of the requirements contained in the Globally Harmonized Hazard Communication System;
- Chemicals present in your workplace operations;
- Location and availability of our written hazard communication program;
- Physical and health effects of hazardous chemicals;
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area; and,
- How to reduce or prevent exposure to these hazardous chemicals by control/work practices and personal protective equipment.

After attending the training class a certificate of completion is issued which will need to be signed and approved by the Chief of Training.

## SUBSTANCE AND ALCOHOL

---

The objective of this policy is to provide a workplace and environment that are free from the effects of substance abuse. Furthermore, Illinois Valley Rural Fire Protection District has a responsibility to our employees, to those who use or encounter our services, and to the public to ensure safe operating and working conditions. To satisfy our drug free workplace objective and meet these responsibilities, we have established a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, we have adopted this substance and alcohol policy.

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- Manufacturing, selling, attempting to sell, using, distributing, or possessing alcohol or other controlled or substances that impair job performance or pose a hazard when use or possession occurs (as a government employer this includes marijuana);
- Reporting for or being at work while impaired using alcohol, drugs, or controlled substances.

If you have a problem with substance or alcohol use and wish to undertake rehabilitation, you may be granted a leave of absence for this purpose. It is your responsibility to seek help before the problem adversely affects your work performance or results in a violation of this policy. If you need assistance in seeking this help, you may talk to the Operations Chief. No one will be discriminated against for undertaking rehabilitation.

Where we have a reasonable basis to believe that an employee is in violation of this policy, the employee will be required to submit to testing to determine presence of, use of, or involvement with alcohol or drugs. We reserve the right to determine whether reasonable basis exists.

The following definitions apply:

Reasonable suspicion is defined as specific, describable observations concerning such circumstances as the work performance, appearance including, for example, noticeable odor of an alcohol, behavior, or speech of the employee, or as being involved in an accident on organization premises that results in physical injury or property damage.

Presence of is defined as any noticeable or perceptible impairment of the employee's mental or physical faculties.

Controlled Substances are defined as any product causing potential impairment of an employees' mental or physical faculties.

Over-the-counter drugs are defined as those that are available without a prescription from a medical doctor.

Prescription drugs are defined as those drugs that are used during medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Any employee who is found to be in violation of this policy and who refuses to submit to testing, or refuses to cooperate, or attempts to subvert the testing process will be subject to corrective action, up to and including termination.

# MEDICATION USE AND FITNESS FOR DUTY

---

The objective of this policy is to ensure the safety of members, coworkers, and the public by establishing clear expectations regarding medication use and fitness for duty in safety-sensitive assignments.

Illinois Valley Fire District recognizes that members may lawfully use prescribed or over-the-counter medications. However, firefighting and emergency response are safety-sensitive occupations in which impairment – regardless of cause – may place members, coworkers, and the public at risk.

Members shall not perform safety-sensitive duties while using any medication or substance, whether prescription or non-prescription, that may impair alertness, judgement, coordination, reaction time, physical capacity, or heat tolerance.

Violation of this policy may result in discipline, up to and including separation from the district, depending on the nature and severity of the violation.

## **Safety-Sensitive Duties**

Safety-sensitive duties include, but are not limited to:

- Emergency response and on-scene operations
- Fire suppression and IDLH operations
- SCBA use
- Apparatus or equipment operation
- Driving any district vehicle
- Technical rescue or other high-risk activities

## **Authority**

This directive is issued pursuant to:

- Oregon OSHA employer obligations to identify and control recognized workplace hazards
- Oregon DOT driver safety principles applicable to emergency vehicle operation
- The Fire District's duty to prevent foreseeable risk to personnel, patients, and the public

## **Medical Determinations**

Fitness-for-duty determinations related to medication use shall be made solely by the member's physician or a designated medical provider. Officers shall not make medical judgements.

The Fire District will rely on medical clearance or restriction statements addressing the member's ability to safely perform safety-sensitive duties. No diagnosis or detailed medical information is required.

### **Administrative Action**

Members determined not medically cleared for safety-sensitive duties due to medication use may be:

- Temporarily reassigned, if available
- Placed on restricted duty, if available
- Removed from operational duty status

Such actions are non-disciplinary and are implemented solely as safety and risk-control measures.

### **HR Process**

#### **Medications commonly requiring review**

Medications that may require fitness-for-duty evaluations include, but are not limited to:

- Opioids
- Benzodiazepines
- Sedative-Hypnotics
- Central nervous system depressants
- Muscle relaxants
- Stimulants (prescribed or non-prescribed)
- Cardiovascular or blood pressure medications
- Thermoregulation affecting medications
- Certain psychiatric medications

This list is not exhaustive

#### **Triggering Events**

A fitness-for-duty review may be initiated when:

- The member reports medication use
- An officer or member observes potential impairment

- A medical provider identifies a safety concern

### **Referral**

The district will refer the member to the member's physician or medical provider for a fitness-for-duty determination. The district shall provide the needed documentation. No detailed medical information will be requested beyond work status and restrictions.

### **Medical Determination**

The physician shall provide one of the following determinations:

- Cleared for full duty of safety-sensitive duties
- Cleared for restricted duty (with temporary limitations)
- Not cleared for safety-sensitive duties

### **Administrative Handling**

Human Resources will:

- Coordinate restricted duty, leave, or alternate assignment if available
- Document actions as safety-based

### **Failure to report**

Failure to report medication use or failure to comply with medically required restrictions may result in:

- Administrative leave
- Temporary off-duty status
- Progressive discipline, up to and including immediate separation

### **Employee Assistance**

Anyone who comes forth and notifies the Fire Chief of a drug abuse problem will be given assistance.

The district encourages members to seek assistance proactively and without fear of retaliation. Assistance will be in the form of a referral to an agency equipped to handle the specific problem. Any such assistance, however, may not interfere with the tests required by those rules. For example, a driver may not identify himself as unfit to drive after having been notified of a post-accident or random test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other policies of the district.

Sick leave, vacation leave, or leave of absence without pay will be granted for treatment and rehabilitation as in other illnesses, subject to the district's policies and/or contract language governing use of leave.

## **Confidentiality**

Human Resources shall maintain all medical information separately from personnel files in accordance with applicable privacy and employment laws.

## **ADA and Oregon Law Alignment**

Restrictions based on medication-related impairment are job-related and consistent with business necessity where a direct safety threat exists. The district will engage in an individualized assessment for each case.

## **Crisis Information**

*(highlight link, right click mouse and open hyperlink)*

<https://www.oregon.gov/oha/hsd/amh/pages/get-help.aspx>

24-hour crisis lines

[Lines for Life](#) : 988 (call or text)

Crisis service providers by county

[Community Mental Health Programs](#)

Josephine County – Options: 541-476-2373

Alcohol and Substance Helpline

800-923-4357

Problem Gambling Helpline

877-695-4648

[Website includes live chat](#)

Military Helpline

Call: 888-457-4838 anytime

Text: MIL1 to 839863 between 0900-1500 Pacific Time

Suicide and Crisis Lifeline

Call, text or [chat](#) 988.

Youth line

Call: 877-968-8491 anytime

Text: teen2teen to 839863 between 4 and 10 p.m.

Online chat available at [OregonYouthline.org](https://OregonYouthline.org)

## **Support and Treatment Services**

[Contact Your Local Community Mental Health Program](#)

[Find an Alcohol and Drug Treatment Provider](#)

[Find Licensed Behavioral Health Practitioners](#)

[Find Resources for Dealing with Crisis and Traumatic Events](#)

[Find Resources for Children, Youth, Young Adults and Families](#)

[Oregon Behavioral Health Provider Directory - Search for mental health and substance use disorder providers](#)

[Oregon Health Plan Behavioral Health Coverage](#)

[Report Abuse and Neglect](#)

[Residential Youth Programs](#)

[SAMHSA Behavioral Health Treatment Locator](#)

### **Mental Health Rights and Advocacy**

[Disability Rights Oregon: Mental Health Rights](#)

Other Services:

Rogue Valley Chaplains Service

Call: 541-450-9532

[info@sochaplains.com](mailto:info@sochaplains.com)

The Standard EAP (paid employees only)

888-293-6948

[Healthadvocate.com/standard3](http://Healthadvocate.com/standard3)

## WORKPLACE VIOLENCE

---

Illinois Valley Rural Fire Protection District has a zero-tolerance anti-violence workplace policy. The workplace will be free from intimidation, threats and violence. This includes, but is not limited to, physically, psychologically or emotionally intimidating or threatening behavior, physical or verbal mistreatment or injury, vandalism, sabotage, use of weapons, openly carrying weapons onto the District Premises or during any District duty or activity, or any other act that in the districts' opinion is inappropriate in the workplace.

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

- Members required to store, carry and/or use a weapon in performing their District duties;
- Law enforcement officials, Special Deputies
- An individual authorized under Oregon law to carry a concealed weapon in a public place. Under current Oregon law, the district cannot prohibit someone possessing a valid permit from carrying a concealed weapon in the public portions of the districts' facilities; however, as your employer/volunteer organization, the district can and does prohibit you from carrying or storing a concealed weapon in any non-public portion of the District Premises unless approved by the fire chief in writing. Further, you are hereby notified that carrying, storage or use of a concealed weapon in the performance of any District duty or activity is expressly prohibited and not within the scope of your employment/volunteer services, UNLESS authorized and appointed as a Special Deputy by the Fire Chief and the Sheriff. If you carry, store or use a concealed weapon while performing a District duty or activity, you do so without District authority and will be individually responsible for such actions. If you intend to store or carry a concealed weapon on the District Premises, you must provide the Fire Chief or a Designee with a copy of a valid state permit before taking such action.

For purposes of this policy, a "weapon" shall include firearms of any type, whether loaded or unloaded, or any other object or substance designed, or which the possessor intends to use, to inflict psychological or emotional harm, bodily injury or death upon another individual. The term "weapon" includes knives, except knives with a blade less than 3 inches in length that members routinely carry to assist them in performing their duties, unless a knife is brought onto the District Premises with the intent to cause psychological or emotional harm, bodily injury or death.

If you believe you have been subjected to workplace violence, you have witnessed workplace violence, or you know an individual who has engaged in workplace violence, you must immediately report it to the Fire Chief or a Designee. If there is an immediate threat to your health/safety, or the health or safety of another member or other individual, or to District property, you must immediately call 911. The district will investigate all reports of workplace violence and take such action as it deems appropriate. If you engage in workplace violence, you may be subjected to discipline, up to and including immediate termination. The district also may report any incident of workplace violence to the appropriate law enforcement agency.

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

### **Special Deputy Status**

Certain career members may be authorized by the Josephine County Sheriff to be Special Deputies. The primary function of the Special Deputy is to issue fire code related citations, not law enforcement activities. The Fire Chief will determine who can be a Special Deputy upon approval of the JoCo Sheriff and a background check. Weapons carrying Special Deputies will maintain a concealed weapons permit.

Special Deputies may be authorized to carry a weapon. This is for self-defense only. At no time will the career member engage in any law enforcement activities. In extremely rare events, a Special Deputy may be required to back up or assist a Josephine County Sheriff Deputy. The Special Deputy will be under the direction of the on-scene law enforcement officer.

Fire District Special Deputies will receive the following training

- Weapons qualification at least annually
- Defensive training as soon as practical
- Participate in Josephine County Sheriff continuing education training

Weapons and ammunition are the responsibility of the Special Deputy. This is not property of the Fire District.

## **EMERGENCY PREPAREDNESS**

---

Illinois Valley Rural Fire Protection District may be subject to major disruptions because of occurrences beyond the control of the organization. All employees should exercise good judgment in responding to these events as the situation necessitates. Illinois Valley Rural Fire Protection District will try to provide emergency and limited services during periods of disruption. The Fire Chief shall make the determination to close the organization, suspend activities, or make the organization available for community support.

In the event of potential or actual disruptions that may be weather-related or a result of a catastrophic event such as an earthquake, fire, explosion, or public health emergency, contact the Fire Chief.

Compensation for employees will be determined in accordance with all applicable regulations when individual facilities or activities are closed because of emergency conditions. Employees not compensated during an emergency-related closure may be able to use available accrued time off.

Should a threat to company property or an employee be received, it should be reported immediately to the Fire Chief or Designee.

# **EMPLOYMENT SEPARATION**

## SEPARATION FROM EMPLOYMENT

---

Separation from employment with Illinois Valley Rural Fire Protection District occurs when you voluntarily resign, are laid off, or are discharged by the organization.

### **Resignation**

Employment with us is “at-will,” which means you are free to resign at any time, with or without cause or notice. However, to achieve an orderly transition, we would appreciate receiving notification of your resignation at least ten (10) working days before the intended date of departure. For supervisors and management-level personnel, at least thirty (30) days’ notice of a resignation is required.

### **Job Abandonment**

To maintain a safe and productive work environment, employees are expected to be dependable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. If an employee fails to call in or show up for work for three (3) consecutive shifts or days, job abandonment and voluntary resignation will be assumed.

### **Job Elimination, Reduction in Work Hours**

Our desire is to avoid circumstances that require a reduction in hours or staff, but we also recognize that situations may arise where such reductions are necessary. Depending upon the circumstances, we may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, reducing the workforce, or reducing expenses by other means. Among the factors we will consider in selecting employees for any reduced hours or reduction in force are:

- Your department, location, or job;
- Your job knowledge, skills, and ability to do the required work;
- Your performance, attendance, safety and corrective action history and records;
- Your possession of licenses, registrations, and certifications required by the job;
- Your creativity and teamwork skills, if required for the job;
- Your demonstrated willingness to go the extra mile for the organization, co-workers, and customers; and,
- The efficiency of our operation.

Evaluation of these factors is at our discretion. When we conclude that all the factors are substantially equal, we will reduce the hours of or lay off the employee with the shortest term of service. An immediate supervisor/manager will personally notify employees of a layoff.

### **Discharge**

Our philosophy and general practice are to provide employees who have completed the initial introductory period of employment with an opportunity to correct minor performance and conduct problems before discharge is implemented.

The organization has a corrective action policy found in this Handbook that describes action management may take, at its discretion, to correct performance infractions prior to discharging employees. The decision to discharge employees is based not only on the seriousness of the current performance infraction, but also on the individual's overall performance record and length of service.

We also believe that our employees should be given an opportunity to be heard in matters involving corrective action, including discharge, and we have provided a formal dispute resolution procedure found in this Handbook for that purpose. You are encouraged to use this procedure to resolve any issues you may have that cannot be resolved by consulting with your supervisor.

### **Exit Interview**

An exit interview may be arranged to give you an opportunity to address unresolved issues before leaving the organization. It also allows us to solicit your opinions about our organization and any suggestions you may have for its improvement. We encourage all employees invited to participate in an exit interview when they separate from employment to do so, and we value all opinions and suggestions we receive in the process.

At the exit interview session, you will be given information regarding your benefit continuation rights and responsibilities and how you will receive your final paycheck.

### **Return of Organization Property**

Upon separation from employment, either voluntarily or otherwise, you must return all organizational property in your possession. Such property may include credit cards, organization vehicles, keys, ID cards, pagers, tools, software, electronic devices, uniforms, this Handbook, and any other items in your possession that belong to the organization. By a separate written agreement each employee has agreed the value of the district property is their responsibility and if not returned the district will take legal actions to recuperate costs to replace the unreturned property.

---

## Employee Notes

**Illinois Valley Rural Fire Protection District  
HANDBOOK RECEIPT ACKNOWLEDGMENT FORM**

***NOTE: This signed form should be inserted into each employee's personnel file.***

As an employee of Illinois Valley Rural Fire Protection District, I acknowledge the following:

I have been provided a copy of or given access to the Employee Handbook. I understand that the Handbook contains important information about Illinois Valley Rural Fire Protection District's policies, work rules, and my benefits. I have both read and understood the information in the Handbook and have asked the appropriate person for the clarification of any information I did not understand.

I acknowledge the Handbook is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment, the policies, rules, and benefits described in this Handbook; and that the current Handbook supersedes all prior handbooks, policies, and understandings related to the subjects it contains.

The Fire Chief or Designee is the only people authorized to make changes to the Handbook, and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

**I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is "at-will" and either the organization or I can end the relationship at any time, with or without reason or notice.**

Lastly, I am aware that I may be given confidential information during my employment, including customer lists, proprietary organization plans, and other information. I understand this information is critical to the success of Illinois Valley Rural Fire Protection District and I agree not to disseminate or use it outside of the organization, even in the event of my separation, either voluntary or involuntary.

I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Fire Chief Signature

\_\_\_\_\_  
Date