

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

**ILLINOIS VALLEY RURAL  
FIRE PROTECTION DISTRICT**

**Personnel Manual**

Effective: **July 18, 2019**

**ILLINOIS VALLEY RURAL FIRE PROTECTION DISTRICT  
PERSONNEL MANUAL**

**Effective 18 July 2019**

**IMPORTANT**

THIS MANUAL SETS FORTH THE RULES, POLICIES, PROCEDURES, AND BENEFITS FOR THE ILLINOIS VALLEY FIRE PROTECTION DISTRICT ("DISTRICT"). THE DISTRICT BOARD HAS THE RIGHT TO CHANGE THIS MANUAL ANY TIME WITHOUT NOTICE, SUBJECT ONLY TO THE REQUIREMENTS OF APPLICABLE LAW.

THE RULES, POLICIES, PROCEDURES AND BENEFITS CONTAINED IN THIS MANUAL ARE CURRENT AS OF **July 18, 2019** AND SUPERSEDE ALL PRIOR DISTRICT RULES, POLICIES, PROCEDURES AND BENEFITS DEALING WITH SIMILAR SUBJECT MATTER.

**NOTICE**

EACH DISTRICT EMPLOYEE IS AN "AT WILL" EMPLOYEE. EVERY INDIVIDUAL PROVIDING VOLUNTEER SERVICES TO THE DISTRICT DOES SO FOR CIVIC, CHARITABLE AND/OR HUMANITARIAN REASONS, WITHOUT PROMISE, EXPECTATION OR RECEIPT OF COMPENSATION FOR THE SERVICE.

THIS MANUAL APPLIES TO ALL EMPLOYEES AND, EXCEPT WHERE EXPRESSLY EXCLUDED, TO ALL DISTRICT VOLUNTEERS AND STUDENTS. THIS MANUAL DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY IN THIS MANUAL OR ANY OTHER DISTRICT DOCUMENT (WHETHER IN PAPER OR ELECTRONIC FORM), OR ANY STATEMENT MADE BY A DISTRICT MEMBER, AGENT, OR REPRESENTATIVE, ANY MEMBER MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON, IN THE DISTRICT'S SOLE DISCRETION, SUBJECT ONLY TO THE REQUIREMENTS OF APPLICABLE LAW.

**ADOPTED**

This document hereby adopted July 18, 2019 by:

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Jerry Lamb, Commissioner

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Dennis Hoke, Fire Chief

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Richard Bouchard, Commissioner

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Jeff Gavlik, Deputy Fire Chief

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Kris Sherman, Division Chief Maint/Logistics

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Edwin (Bob) Butler, Commissioner

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## Section 1

### DEFINITIONS AND GENERAL STATEMENTS

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#### A. Definitions.

1. **Administrative Employee(s).** A District employee who is not employed directly in fire protection (suppression) activities or emergency medical services.
2. **Administrative Member(s).** District members who are not involved directly in fire protection (suppression) activities or emergency medical services.
3. **Applicable Law.** All federal, state and local constitutional, statutory and common laws, rules, regulations, ordinances, codes and protocols that apply directly or indirectly to the District and/or its Board Members, Officers, members, agents or representatives.
4. **Board.** The District's Board Members comprised of five elected officials, which serve as the governing body.
5. **Communications Systems.** The District's communications and messaging systems, including but not limited to, personal desktop and laptop computers, server(s), telephones, handheld electronic devices, electronic storage devices, pagers, facsimiles, cellular telephones, radios, internet and intranet.
6. **Designee.** A member or other person to whom the Fire Chief has delegated or assigned a specific duty, responsibility or activity.
7. **District.** The Illinois Valley Rural Fire Protection District, a special district within Josephine County.
8. **District Apparatus.** All fire apparatus, vehicles or other motorized machinery capable of movement that the District owns, leases or controls.
9. **District Premises.** All buildings, offices, facilities, grounds, parking lots, places, District Apparatus, and equipment that the District owns, leases or controls.
10. **Emergency.** Any unforeseen event capable of or actually causing property damage, personal injury or loss of life.
11. **Employee(s).** Any individual hired and compensated by the District on either a full-time or part-time basis. The term "employee(s)" includes Part-Time Firefighter/EMT(s), unless expressly excluded by use of the term "full-time employee(s)". The term "employee(s)" does not include Board Members, independent contractors, volunteers, students or consultants.
12. **FLSA.** The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and the federal regulations interpreting or implementing the FLSA, 29 C.F.R. Part 500 *et seq.*
13. **Fine.** (a) A non-exempt employee's monetary payment to the District or a deduction from his/her pay as a result of a disciplinary action, or (b) an exempt

employee's monetary payment to the District or a deduction from his/her salary as discipline for violating a major safety rule.

14. **Fire Chief.** The District's Fire Chief, hired by, serving at the pleasure of, and acting under the direction of, the Board within the terms of the employment contract. The Fire Chief is the Chief Executive Officer and Commander in Chief, and is responsible for implementing all District rules, and the effective and efficient operation/administration of all aspects of the District.
15. **Illegal Drug(s).** Any substance that is illegal in the United States under any applicable law, or any substance defined as a controlled substance in C.R.S. §12-22-303, *et seq.* and the Controlled Substances Act, 21 U.S.C. §801, *et seq.*, and the federal regulations interpreting and implementing the Controlled Substances Act, which is being possessed, sold or used illegally.
16. **"Immediate family"** is defined as a member's spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren or any member residing in the member's household
17. **Job Description.** The written standard of minimum qualifications, duties and responsibilities of each member position and rank.
18. **Line-Employee(s).** A District employee who: 1) performs fire protection (suppression) activities and/or emergency medical services; and, 2) has satisfactorily completed his/her probation. The term "line-employee(s)" includes Part-Time Firefighter/EMT(s), unless expressly excluded by use of the term "full-time employee(s)".
19. **Line-Member(s) [(Firefighter(s))].** A line-employee, or a volunteer or student who performs fire protection (suppression) activities and/or emergency medical services.
20. **Member(s).** A District employee, or a volunteer, student or any other individual who voluntarily provides services to the District for charitable, humanitarian or educational purposes without promise or intent of receiving, and who does not receive, compensation as defined by the FLSA.
21. **Officer.** A member who serves as a Lieutenant, Captain, Battalion Chief, Division Chief, Fire Chief, and/or other ranks designated by the Fire Chief, including line-members temporarily acting in such positions.
22. **Part-Time Employee(s).** A District administrative employee who 1) has satisfactorily completed his or her probation; and 2) regularly works less than 40 hours each week. A part-time employee is not eligible to receive any fringe benefits other than workers' compensation insurance, and unemployment compensation insurance, if eligible. The term "part-time employee(s)" does not include Part-Time Firefighter/EMT(s).
23. **Posts.** Messages sent through or placed on Social Media websites by users, whether in the form of emails, "status updates", "wall" messages, tweets, diary entries, instant messages, web log (or "blog") entries, photographs, videos, *etc*
24. **Probation.** A period:

- a. Immediately following an original hire or appointment, or promotion, during which a member is expected to demonstrate his/her fitness, by actual performance, for the position. A new member is subject to 12 months' probation. A promoted member is subject to 6 months' probation; or,
  - b. Imposed as part of a corrective or disciplinary action, during which a member is expected to comply with and fulfill the terms and conditions of the probation. The fact that a member successfully completes his/her probation does not change his/her at-will status; nor does the probation create any right of continued employment or volunteer service during the probationary period.
25. **Rule(s).** A written or oral rule, policy, practice, or procedure established by the Board, whether or not physically incorporated into this Manual, or an SOG established by the Fire Chief or a Designee.
26. **Shall, Must, and May.** "Shall" and "Must" mean mandatory. "May" means permissible.
27. **Social Media.** Websites hosted by individuals or entities on which individuals and entities communicate by posting information, sending emails and/or otherwise sharing data including, but not limited to, all forms of on-line community activities, such as on-line social networks, message boards, conversation pages, photo sharing websites, and chat rooms, Wikis such as Wikipedia and any other site where text can be posted, Facebook, My Space, Friendster, personal blogs (i.e., BlogSpot, CafePress, *etc.*), Photobucket, Flickr, YouTube, Twitter, Yahoo, Google (including Google Docs, Gmail and other applications). This definition also applies to new forms of communication that may arise in the future.
28. **Standard Operating Guidelines (SOGs).** Written orders issued by the Fire Chief or a Designee to implement this Manual or other District rules and to administer the District efficiently and effectively, consistent with the authority granted by the Board and applicable law.
29. **Student.** An individual who is attending college and is a member of the districts student program. The student may receive tuition assistance and/or residence at a station
30. **Support Member.** An individual who performs non firefighting support functions such as scene rehab or emergency medical responders.
31. **Temporary Employee.** An individual who has been hired for a specific period (such as a summer) on a full-time or part-time basis, not to exceed 1,560 hours in a calendar year.
32. **Volunteer(s).** An individual who participates in the District's Volunteer Firefighter, CERT or Support Program.
33. **Work Period.** The period established by the Board pursuant to the FLSA for the purpose of calculating and paying overtime to non-exempt line-employees. The District's work period for line-employees is 28 consecutive days

34. **Workweek.** A period of 7 consecutive 24-hour periods (168 hours) established by the Board pursuant to the FLSA for the purpose of calculating and paying overtime to non-exempt administrative employees. The District's workweek begins at 12:01 a.m. Monday and ends at midnight the following Sunday.
35. **You(r).** All District members, except where the context indicates the term is intended to apply to a more limited group, such as employees, volunteers, or students.

**B. The District's Goals and Purposes.**

The District's goals and purposes are to provide fire prevention, fire suppression, hazardous materials response, rescue, disaster preparedness, and emergency medical services to its citizens and property, persons conducting business in or traveling through the District, and areas outside the District through intergovernmental agreements, to the extent allowed by applicable law.

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

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

You are responsible for knowing and complying with this Manual and demonstrating good judgment at all times. If you have a question about a rule, ask your supervisor for clarification before taking any action that could violate the rule. If a rule applies, it must be followed. If there is no rule, ask your supervisor how to proceed. If there is no time to ask your supervisor, you must use good judgment (*i.e.*, "do what is right, and do it the right way."). Do not apply a rule to a situation in a manner that causes another rule or applicable law to be ignored or violated.

**D. SOGs.**

The Fire Chief or a Designee may supplement this Manual with SOGs. SOGs enable the Fire Chief to efficiently administer the District consistent with the authority granted by the Board and applicable law, and to implement Board rules. If there is a conflict between this Manual and an SOG, follow this Manual.

**E. Emergency Suspension of Rules.**

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

**F. Effective Date.**

This Manual is effective **14 November, 2013**. All prior District rules and benefits not contained in this Manual are repealed, discontinued or eliminated as of that date. This repeal, however, does not affect a corrective or disciplinary action begun or taken before the effective date.

**G. Amendments.**

The Board has the right to adopt, amend or rescind any rule or benefit at any time. Any modification of this Manual may be made only by formal action of a majority of the Board,

reflected in the official records of the Board. No member, supervisor, or agent of the Board is authorized to modify any rule or benefit by agreement, practice, or otherwise. Regardless whether an amendment is physically incorporated into this Manual, it takes effect immediately upon adoption, unless the Board indicates otherwise.

#### **H. No Contractual Rights - At Will Employment.**

This Manual does not constitute an express or implied employment contract with you. Notwithstanding any statement to the contrary in this manual or any other District document (whether in paper or electronic form), or any statement made by a District Board Member, Officer, member, representative or agent, you may be terminated at any time for any or no reason, subject only to the requirements of applicable law. The exception is the Fire Chief who has an employment contract with the district.

#### **I. Safety Policy.**

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

You must maintain complete familiarity with, and at all times obey, all District safety rules and all applicable laws relating to safety. If you have a question about a safety rule or applicable law, you must contact you supervisor immediately. You must attend all safety meetings, equipment demonstrations, workshops, and other safety programs required by the District.

#### **J. The Board's Reservation of Power and Authority.**

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

#### **K. Severability.**

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



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## Section 2

### EMPLOYMENT & VOLUNTEER SERVICE POLICIES

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#### **A. Equal Employment/Service Opportunity.**

The District provides equal employment and service opportunities to all applicants and members without regard to race, color, religion, creed, national origin, ancestry, gender, marital status, military status, age, disability, sexual preference or orientation, transgender status, genetic information, or membership or other status in any other group protected by applicable law. This policy applies to all terms and conditions of employment/service, including but not limited to hiring/appointment, transfer, promotion, demotion, termination, lay-off, leaves of absence, compensation and training.

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

The Division Chief of Administration is the District's Equal Employment Opportunity Coordinator. The EEO Coordinator is responsible for maintaining the necessary programs, records, and reports to comply with all employment related federal, state, or local laws. The EEO Coordinator also is available to receive directly any claim of illegal discrimination, harassment, or retaliation.

#### **B. Harassment and Discrimination Prohibited.**

The District expressly prohibits any form of harassment or discrimination of a member based on race, creed, color, religion, national origin, ancestry, gender, sexual preference, orientation, or transgender status, genetic information, age, disability, military status, marital status, or membership or status in any other group protected by applicable law. You are prohibited from engaging in unlawful harassment or discrimination while on-duty or engaged in any District-related activity, including District-related activities occurring off the District Premises. You also are prohibited from illegally harassing or discriminating against any other member or person while on duty, or while in any manner representing the District in any capacity. Illegal harassment or discrimination that interferes with a member's ability to perform his/her duties is prohibited.

### **C. Sexual Harassment Prohibited.**

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

1. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment; or

2. It is obvious or implied that tolerating or submitting to the conduct is a condition of employment/service, or will be used for the basis of any employment/service decision, including but not limited to, appointment, hiring, firing, performance appraisals, salary, benefits, position, job transfers, promotions, or any other decision affecting any term or condition of employment/service with the District (all such conduct is defined in this policy as "sexual harassment").

A member or applicant shall not be subjected to sexual requests or insulting behavior or language based on gender or sexual orientation. A member or applicant shall not be led to believe any employment/volunteer opportunity or benefit will in any way depend on his/her cooperation with sexual demands or that he/she must tolerate a sexually offensive environment.

You must conduct yourself in a professional and business-like manner at all times and refrain from inappropriate sexual conduct that could lead to a claim of sexual harassment. Such conduct includes, but is not limited to:

3. Sexually implicit or explicit communications whether in written form (such as cartoons, posters, calendars, magazines, publications, notes, letters, email, words or designs on clothing) or oral form (such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates); and,

4. Physical gestures and other non-verbal behavior (such as unwelcome touching, grabbing, fondling, kissing, massaging, brushing up against another's body).

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

### **D. No Apparent Authority.**

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

**E. Procedure for Reporting Illegal Harassment or Discrimination.**

**1. Mandatory Reporting.**

You must report immediately any unlawful harassment or discrimination to which you are subjected or which you observe. The chain of command shall not be followed. Instead, you must report it directly to the Fire Chief. If the report involves the Fire Chief, you must report the harassment or discrimination to the Board President. If the report involves the Board President, you must report the harassment or discrimination to another Board member. If the report concerns sexual harassment, you may request that a person of the same gender be provided to receive your report. The District prohibits any member from subjecting you to retaliatory action for reporting illegal harassment or discrimination.

**2. Confidentiality.**

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

**3. Investigation.**

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

**4. Resolution.**

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

**5. Retaliation.**

A member shall not be harassed, intimidated or subjected to retaliation for reporting illegal harassment or discrimination, or for cooperating with or participating in any investigation of illegal harassment or discrimination. You must immediately report retaliation in the same manner as a complaint of illegal harassment or discrimination in accordance with Section 2(E)(1), above.

**F. Pregnancy, Child Birth and Related Medical Conditions.**

The District treats pregnant members and applicants the same as all other members/applicants. The District will not exclude you from employment/service because of pregnancy, childbirth or related medical conditions. Disabilities caused or contributed to by pregnancy, childbirth or

related medical conditions, for all job-related purposes, will be treated the same as disabilities caused or contributed to by other medical conditions.

As with any other member, you will be permitted to work as long as a physician determines you can perform the essential functions of the job. If you are unable to perform the essential functions of the job, the District will treat you in the same manner as it treats other temporarily disabled members.

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

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

### **1. Generally.**

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

### **2. Procedure for Requesting Accommodation.**

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

## **H. No 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.

## **I. Personnel and Confidential Records.**

A personnel file and a separate confidential file are maintained for you. Personnel files and confidential files are kept in a locked, secure place to which only the Fire Chief and other authorized personnel have access for job-related purposes. Unauthorized personnel are prohibited from reviewing the personnel files and confidential files. You may review your personnel file or confidential file in the presence of the Fire Chief or a Designee at a time established by the Fire Chief or the Designee. No material may be removed from a personnel file or the confidential file; provided, however, that authorized personnel may organize and transfer records between the personnel file and the confidential file in the performance of their duties. This rule does not prohibit the disclosure of information in your personnel file or confidential file when legally required. You may request a copy of your personnel file or confidential file in writing. Copying costs permitted by applicable law will apply.

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

## **J. Terminating Your Employment or Volunteer Service.**

### **1. Notice.**

You may terminate your employment/volunteer service at any time without prior notice to the District. In order to avoid disruption of its emergency services, the District would appreciate exempt-employees giving at least four weeks' notice. The District would appreciate all other members giving at least two weeks' notice.

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

You must return all District property on or before the last day of work. By a separate written agreement each employee has agreed the value of District property not returned before his/her last day of work will be deducted from his/her final pay. Volunteers and students who do not return

District property must reimburse the District in the amount necessary to replace the property. The District may take appropriate action to recover property (or the value of the property).

### **3. Pay upon Separation**

A regular member terminating employment with the District will be paid any earned and unpaid wages then due for work hours, earned vacation which the member is eligible to take off, and compensatory time, which shall be paid at the member's hourly rate (hereafter "pay upon separation"). A member who is involuntarily terminated will be paid no later than the end of the first business day after a discharge or termination. If a member resigns and fails to give at least forty-eight (48) hours advance notice prior to quitting District employment, pay upon separation shall be paid at the next scheduled pay period.

### **K. Hiring, Appointment and Promotion of Members.**

1. Regular Full-Time Career Members. An employee / member who regularly works a minimum of forty (40) hours a week on a continuing basis, and who has completed a probationary period, is considered a regular full-time career member.
2. Regular Part-Time Members. An employee / member who regularly works less than forty (40) hours a week is considered a regular part-time member once the probationary period is successfully completed. **The District may pay a proportion of benefits, based on the regular hours of work.**
3. Temporary Employee Members. Temporary employees / members are defined as those members holding jobs of limited duration arising out of special projects, abnormal workloads or emergencies. **Temporary employee / members are ineligible for employer-paid benefits.**
4. Duration of Employment. All employees, except temporary employees, are hired for an unspecified duration. The District may not guarantee employment for any specific length of time. Employment is a mutual agreement between the member and the District. Accordingly, either the member or the District can terminate the employment relationship at any time, in accordance with District procedures. Discipline and discharge may occur subject to the policies and procedures set forth in Section 10.11, except these shall not apply to a probationary member.
5. Anniversary Dates. The anniversary date used to determine vacation and merit increases of a member hired before the 15th of the month shall be the first day of the month. The anniversary date of a member hired on or after the 15th shall be the first day of the following month.

## **L. Volunteers / Paid Call Members:**

1. Volunteers / Paid Call members are not employees of the District. Volunteers / paid call 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 / paid call member may be discontinued at any time for any reason. Volunteers / paid call 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. Volunteers / Paid Call Members work directly or indirectly for the Fire Chief or his or her designees. The District's Board of Directors holds no ability to modify any Volunteers / Paid Call Member's employment or arrangement, appointment or discharge. The Board of Directors does have and shall retain the ability to modify policies with references to volunteer / paid call members standards.
2. Volunteers / Paid Call members are providing services as a public service, and at their own initiative. There is no continuing expectation of pay; services are not being provided with the expectation of pay. Any payment may be curtailed, at any time, at the discretion of the Fire Chief. Payment is not to be considered as a substitute for wages, but is considered to be a volunteer / paid call stipend which is to be considered a nominal fee.
3. There are four categories of Volunteer/Paid Call members
  - a. Firefighter- Members who are qualified to fight interior fires.
  - b. Support EMS- Members who are Emergency Medical Responders (EMR), Emergency Medical Technicians (EMT) or Advance Life Support (EMT-I or Paramedics) but who are not qualified to fight fire
  - c. Support Special Duty- These members are responsible for rehab, photo support or special assignments. They are exempt from shift and some training requirements.
  - d. CERT

## **M. Physical Examinations**

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 District's 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.

#### **N. Driving Record**

All 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 District's 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.

#### **O. Layoffs**

Should a reduction in the District work force become necessary, the following procedures shall apply.

Layoffs may be implemented on a District-wide basis or in one or more departments, work groups, or job classifications depending on the needs of the District. Once it is determined what the scope of the layoff that will occur, members generally will be laid off in the



following order:

- Temporary and on-call members;
- Probationary members;
- Part-time members; and
- Regular members, according to knowledge, skills, and abilities or seniority as determined by the District.
- In lieu of layoff the District may reduce the hours of work of District personnel. The District will continue all available medical and dental insurance as required by COBRA.

**P. Voluntary Resignations**

To voluntarily resign in good standing, a Member must submit a written letter of resignation to the Fire Chief or their designee allowing at least ten working days' advance notice. Failure to submit a timely written resignation may preclude the individual from future employment, appointment or assignment opportunities with the District.

**Q. Employment Eligibility.**

1. State law prohibits a District Board member from also being a District employee. Accordingly, 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.

Subject to the foregoing paragraphs, the District appoints, hires and promotes from within when it is in the best interests of the District and its citizens to do so. All qualified, active

District members are potential candidates for appointment, hire or promotion to any new or vacant position.

Vacant career position announcements shall be initiated by the Fire Chief within the District. Vacant positions will be posted on our website for a minimum of five business days. The announcement shall specify the title and salary range of the position, a summary of the position duties, qualification requirements, the time and place to apply and the selection process used.

Promotions of career and volunteer staff will use the same announcement process.

Appointments to a vacant position is through an open competitive process and will be based on merit and qualification.

## **2. Fire Chief's Authority.**

The Fire Chief is solely responsible for appointing, hiring and promoting individuals for all paid, and volunteer positions below the rank of Fire Chief, and all administrative positions, subject to this Manual and applicable law.

Applicants and members are expected to meet the training and certification requirements, along with other duties and responsibilities, as set forth in the District's job description for the position.

A volunteer hired as an employee must meet all of the District's training and certification requirements for the position within the time specified for meeting the requirements at the time of hire. Failure to meet the training and/or certification requirements within the specified time may result in demotion or termination as appropriate in the Fire Chief's sole discretion.

## **3. Former Member Performance.**

If a former member applies to join the District's Volunteer Program or a paid position, his/her prior performance as a member, and the circumstances under which he/she stopped being a member, will be considered by the Chief in determining whether to accept him/her into one of the District's programs or hire him/her to a paid position.

## **4. Limitations on Hiring or Promotion of Close Relatives.**

For purposes of this section, "close relative" is defined as individuals with natural or step-family relationships equal to or closer than first cousin, including all descendants of the individual's grandparents, an individual's spouse and anyone descended from that spouse's grandparents.

The District may limit selection of members to positions in cases where such selection would otherwise result in close relatives serving in supervisor/subordinate positions where:

- a. One would directly or indirectly exercise supervisory, appointment, dismissal or disciplinary authority over the other;
- b. One would audit, verify, receive, or be entrusted with money received or handled by the other in the course of employment; or,
- c. One would have access to the other's confidential information, including payroll and personnel records.

When District members become related and their working relationship falls within this policy, one member may be required to transfer to another available position or to resign. If neither member voluntarily transfers or resigns, the Chief may terminate or transfer one of the two members, in his/her discretion.

#### **5. Board Hires Fire Chief.**

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

#### **6. No Right to Former Position.**

If you are hired or promoted to a different position, but you fail to satisfactorily perform the duties of the new position, or no longer desire to do so, you are not guaranteed an alternative position, and may be terminated.

### **R. Evaluations**

Member performance reviews are an essential communication process between the member and the immediate supervisor. Such reviews provide information relating to merit, identify areas of training needs, target the strengths and weaknesses of the member's work performance, and measure the relationship between goals and objectives and the individual member's job performance. The purpose of evaluations is to let members know how well they are performing their job and whether they have performance problems. It also serves as a basis of personnel decisions -- merit increases, promotion, and termination.

#### **1. Goal – Form Desirable Behaviors**

The goal of the member performance review process is to establish a pattern of expected

work performance and habits. The review process gives members and supervisors an opportunity to measure, review and establish goals, reward or acknowledge good performance, create incentives, and to detect and correct improper behavior or activity and/or substandard work performance.

## 2. Review Process

Performance reviews shall be completed at least annually and in accordance with the guidelines and instructions set forth below. Members and supervisors are required to sign the completed performance review forms. All performance reviews will be reviewed by the Fire Chief or his designee and placed in the member's personnel file. Members will be provided with a copy of performance reviews.

## 3. Members Effectuated

All regular members of the District will be evaluated under this policy. The Chief shall be evaluated by the Board Members based upon the consensus of the Board, using a written performance evaluation at the end of his / her probation then annually.

## 4. Regular Annual Performance Review / Evaluations

All members will be evaluated at least annually.

- a. The Fire Chief shall prepare appraisals of the Deputy Chief and the Administrative Division Chief.
- b. The Administrative Division Chief shall prepare appraisals of the District's Administrative staff.
- c. The Deputy Chief shall prepare appraisals of the Prevention/Operations Division Chief and the Logistics Division Chief.
- d. The Prevention/Operations Division Chief shall prepare appraisals of Officers.
- e. The Station Officer shall prepare appraisals of their station's non-ranking Members.
- f. The officer that CERT is accountable to will do their annual reviews.

## 5. Pay and Probation Recommendations

A recommendation concerning qualification for a merit or step increase and/or passing probation to regular member status shall be set forth in a performance evaluation.

## 6. Supplemental Evaluation

A supplemental performance evaluation may be submitted on any occasion deemed appropriate by a supervisor to clarify performance deficiencies and goals or plan for improvement.

## **S. Reference Inquiries**

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

## **T. Workplace Anti-Violence Policy.**

The 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 District's opinion is inappropriate in the workplace.

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

1. Members required to store, carry and/or use a weapon in performing their District duties;
2. Law enforcement officials, Special Deputies
3. 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 District's 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 using the reporting procedure set forth in Section 2(E). 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.

#### **U. Special Deputy Status**

Certain career members may be authorized by the Josephine County (JoCo) 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 JoCo 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

1. Weapons qualification at least annually
2. Defensive training as soon as practical
3. Participate in JoCo Sheriff continuing education training

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

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## Section 3

### ELECTRONIC MEDIA POLICIES

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#### A. Communications Systems.

##### 1. General

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

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

##### 2. Software

The District has numerous licenses to utilize computer software. The license agreements contain restrictions concerning the software use, duplication and federal copyright protection. By using the District's communications systems, you assume the following responsibilities:

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

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

### **3. Access Codes**

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

### **4. Personal Use of District's Communications Systems**

The District permits reasonable, responsible use of the communications systems for personal purposes. You are prohibited from placing a personal long distance telephone call, or otherwise using the District's communications systems, in a manner that results in any fee, charge or assessment without the prior approval of the Fire Chief or a Designee, and immediate reimbursement to the District of any fee, charge or assessment incurred. Abuse of this privilege may result in discipline up to and including termination.

### **5. Prohibited Use**

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

### **6. No Expectation of Privacy.**

You have no reasonable expectation of privacy in any District property, including the District's communications systems. The District has the right and may monitor at any time your use of the District's communications systems, including but not limited to e-mail and voice mail, and your access of internet websites, and information and data created, stored, sent or received through the District's communications systems. You are advised that e-mails, texting or instant messaging to/from you may be deemed a public record and subject to disclosure under the Oregon Public (Open) Records Act.

## **B. Social Media Policy**

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

The District understands you may maintain or contribute to Social Media and/or engage in Posts



outside of your paid or volunteer position with the District and may periodically engage in Posts containing information about your District position or District activities on Social Media. If you engage in such activities, you are required to exercise good judgment, and comply with this Manual.

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

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

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

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

Mutual respect and teamwork are essential to effective and efficient District administration and operation. You must be courteous, respectful, and thoughtful about how the District and other employees and volunteers may be affected by Posts. Incomplete, inaccurate, inappropriate, threatening, harassing or poorly worded Posts may be harmful to other employees and volunteers, damage employee (or volunteer) relationships, undermine the District's efforts to encourage teamwork, violate the Manual, and harm the District, which may result in corrective or disciplinary action up to and including termination.

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

Stated simply, your decision to use a different medium does not excuse recklessness in public communication or limit the District's ability to regulate your Social Media and Posts as it could any other communication. The District supports your rights to engage in discourse about matters of public concern, to discuss the terms and conditions of your employment and supports your

First Amendment rights. However, the District prohibits actions that violate this policy, any other District policy relating to social networking, Posts and Social Media, or any other form of public expression.

### **C. On Scene Photography**

The Illinois Valley Fire District has District Photographers for official photographs. Under no circumstances will any member use personally or privately owned cameras, video recorders, or cameras/video functions of a personal cellular phone, PDA, recording media device or other digital imaging device while at any incident at any time.

If the District photographer is not available the incident Commander can authorize scene photos to be taken, but the images becomes property of the Fire District and cannot be posted without permission of the Fire Chief.

Confidential photos taken by District Photographers that are sensitive in nature such as investigative photos or fatal incidents will be kept in a limited access folder on the District server.

Images released to the media must receive approval of the Fire Chief or his designee.

All SD cards are property of IVFD.

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## Section 4

### COMMAND STRUCTURE AND SCOPE

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#### **A. Chain of Command.**

You must honor the chain of command. The chain of command is described in the organizational chart attached as **Appendix A**, 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.

#### **B. 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.

#### **C. 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.

#### **D. Board Contact.**

All issues you wish to bring to the Board's attention must be processed through the chain of command. You must not contact any Board member directly on any District matter relating in any manner to your District employment/volunteer service. You may exercise your rights as a citizen to comment on matters of public concern during the public comment portion of a Board meeting.

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## Section 5

### MEMBER CONDUCT

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

District Employees/Volunteers who work while impaired by drugs or alcohol threatens the welfare and safety of the general public, other District members and themselves. The Illinois Valley Rural Fire Protection District (District) is a Drug-Free, Zero Tolerance, Workplace. Our goal is to establish and maintain a work environment that is completely free from the effects of alcohol and drug use on Employees/Volunteers.

We have no intention of interfering with the private lives of our Employees/Volunteers. However, we expect Employees/Volunteers to report to work in a condition to perform their duties in a safe, effective and efficient manner. As an Employee/Volunteer for this District, you may be subject to random drug tests, reasonable suspicion drug tests, and searches of your property or District property. The purpose of such testing and searches is to ensure that our public safety workers are not impaired by drugs or alcohol when responding to emergencies in our community.

#### **1. Employee/Volunteer Assistance**

The District encourages Employees/Volunteers to ask their supervisor for assistance if they believe they have a problem involving the use of alcohol or drugs. It is each Employee/Volunteer's responsibility to seek such assistance before drug and alcohol problems lead to on-the-job safety issues, misconduct, incidents, or other violation of our policy. After a violation of our policy occurs or a drug or alcohol test has been requested by the District, the Employee/Volunteer's willingness to seek District or outside assistance will NOT "excuse" the violation and the Employee/Volunteer may be fired. No discipline or discrimination will result from an Employee/Volunteer asking for such assistance prior to a violation or District request for a drug test.

District assistance will entail helping the Employee/Volunteer identify programs that may be available to help deal with the problem. A "last-chance agreement" or performance contract may be required of an Employee/Volunteer receiving such assistance. Failure to sign the agreement/contract, refusal to sign the disclosure agreement from your provider to the District, or failure to comply with all treatment program obligations will be grounds for discipline up to and including termination.

#### **2. Alcohol**

The possession, sale, consumption or being under the influence of any intoxicating liquor while on, or en-route to, district property, company time, or in other circumstances we believe will

adversely affect our operations or safety, may result in immediate discipline up to and including termination.

The conduct prohibited includes consumption of any intoxicating liquor prior to reporting to work or during breaks or lunch period. An Employee/Volunteer who tests positive for alcohol to any degree (0.02 BrAC/BAC or greater) will be deemed “under the influence” for purposes of this rule.

District functions: Alcoholic beverages are not allowed on district property for any function, occasion, or otherwise. The District will not host alcohol consumption at district functions located off district property.

### **3. Drugs**

The possession, sale, consumption or being under the influence of any drug while on, or en-route to, district property, company time, or in other circumstances we believe might affect our operations or safety, may result in immediate discipline up to and including discharge. The conduct prohibited by this rule includes consumption of any such substance prior to reporting for work or during breaks or lunch period. An Employee/Volunteer who tests “positive” for any such substance by screening and confirmation tests, will be deemed “under the influence” for purpose of this rule.

### **4. Right to Test and Search**

Where evidence indicates to us that an Employee/Volunteer may have violated either of the above rules, the Employee/Volunteer may be required to submit to search of his/her possessions on District property or job site and to submit to drug or alcohol testing. Employees/Volunteers are provided desks, cabinets and lockers for their use and convenience during work. This property remains the sole property of the District. The Employee/Volunteer should have no expectation that any of this property is private regardless of whether it is used for personal use.

When reasonable suspicion (as defined in this Policy) exists to cause us to believe an Employee/Volunteer has consumed or is under the influence of alcohol or any substance in violation of this policy, the District may search the Employee/Volunteer’s possessions located on District property or job site, including clothes, locker, lunch box, tool box, desk, car, etc. Failure to promptly permit such searches and tests may be grounds for discipline up to and including immediate discharge. The District, in such circumstances, may also require the Employee/Volunteer to submit to appropriate tests for alcohol or prohibited drugs or substances in his/her system, including urinalysis and breath tests. Failure to promptly permit such searches and tests will be grounds for immediate discharge.

Employees/Volunteers subject to discharge under Section 5 might be offered an opportunity to participate in a chemical dependency/alcohol rehabilitation program as an alternative to discharge. Participation in such a program is voluntary and will be at the employee’s sole expense. Such participation will be part of a “Last Chance” agreement between the Employee/Volunteer and the District. This option of a Last Change agreement will only apply to

a first time violation of the drug-free policy. The decision to offer a “Last Chance Agreement” will be made on a case-by-case basis depending upon the circumstances. Not all Employees/Volunteers will be offered this option. All treatment, follow-up drug/alcohol testing and other associated costs incurred from a rehabilitation program will be the sole responsibility of the Employee/Volunteer.

## **5. Testing Procedures**

When the Employee/Volunteer is notified that he or she is required to consent and submit to drug and alcohol testing, the Employee/Volunteer shall give written consent to a blood, urine or breathalyzer test or any combination, upon request, by signing a consent form. The form shall contain the following:

- a. A signature line for the Employee/Volunteer to sign evidencing the Employee/Volunteer’s consent to the release of the test results to the District.
- b. The Employee/Volunteer shall be furnished an opportunity to include on the consent form a list of legally prescribed and over-the-counter medications which may be in the Employee/Volunteer’s body.
- c. The Employee/Volunteer shall also be afforded the right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol.

The procedures to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and an uncompromised chain of evidence. Such procedures shall be administered with due regard for the Employee/Volunteer’s privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the policies expressed in this Policy. The Employee/Volunteer shall be notified, in writing, of the results of all tests conducted pursuant to this Policy.

A drug test is confirmed by Redwood Technology using the instant cup at or above the cut-off levels established by the Oregon Department of Health and Human Services (DHS).

Employees/Volunteers who are instructed to submit to testing under reasonable suspicion will be escorted to the Administration building; they will not be allowed to operate a motor vehicle or return to work until the test results are confirmed.

## **6. Pre-Employment Testing**

Employees/Volunteers applying for positions may be required to pass a drug test as a condition prior to an offer of employment or acceptance into volunteer membership. This will be completed before any positions are finalized. If a pre-employment drug test is found to be diluted, the applicant will be warned that a second diluted test may result in the position being withdrawn.

## 7. Reasonable Suspicion

Reasonable suspicion is defined as specific articulable observations by an Officer or co-worker concerning the work performance, appearance (including noticeable odor of an alcoholic beverage), behavior, or speech of an Employee/Volunteer. Any accident or incident involving physical injury to any person may be considered to constitute reasonable suspicion for testing for drugs or alcohol if human factors contributed to the incident and a question of sobriety short of reasonable suspicion exists.

Employees/Volunteers may be tested for drugs and/or alcohol when there is reasonable suspicion to believe that the Employee/Volunteer has violated the District drug and alcohol policy. Whether reasonable suspicion exists depends on the indicators used to determine that an Employee/Volunteer may use or be under the influence of drugs or alcohol.

Among the situations where the District may exercise its “Reasonable Suspicion” right to test and search include the following:

- a. An observable symptom of an Employee/Volunteer being under the influence of drugs or alcohol.
- b. Unexplained significant changes in behavior (e.g. abusive behavior, repeated disregard of safety rules or procedures, insubordination, etc.)
- c. Failure to complete or comply with a treatment program.
- d. Failure to sign a “Last Chance” or work performance contract.
- e. Employee/Volunteer admissions regarding violation of the District’s drug or alcohol policy.
- f. Possession and/or the physical symptoms of being under the influence of a drug.
- g. A pattern of abnormal conduct or erratic behavior.
- h. Arrest or conviction for a drug-related offense, or the identification of an Employee/Volunteer as the focus of a criminal investigation into illegal drug possession use, or trafficking.
- i. Information provided either by reliable and credible sources or independently corroborated.
- j. Newly discovered evidence that the Employee/Volunteer has tampered with a previous drug test.

These are examples of situations in which the District may ask an Employee/Volunteer to submit to Reasonable Suspicion drug and/or alcohol test. The District will enforce this policy rationally based on each individual factual circumstance. In some cases it may, based on all factual circumstances, decide not to test an Employee/Volunteer, despite the fact that it could do so under this policy. Such individual situations of District discretion shall not affect the district’s right to enforce the policy in other situations.

## **8. Post-Accident**

Post-accident testing must be required when an Employee/Volunteer is involved in an accident, whether the Employee/Volunteer is responsible for the accident in whole or in part or whether another person is operating the equipment or motor vehicle. Employee/Volunteers are required to immediately contact the duty officer if involved in an accident. Post-accident testing may be required in the event of an injury requiring medical care, damage to property or in a near miss situation that could have resulted in injury or damage. Failing to immediately report for a test will be defined as a “Refusal to Test.”

## **9. Follow Up Testing**

If District Policy requires follow-up drug or alcohol testing, then the Employee/Volunteer will submit to all unannounced requests for drug and/or alcohol testing. Refusal or failing to immediately report (“immediate” means the Employee/Volunteer shall proceed to the collection location without delay, never longer than one hour (1) after notification) after a request will result in a presumption that the Employee/Volunteer was incapable of passing the test and the test results would have indicated an unacceptable level of prohibited substances or alcohol. Failing to report will be defined as a “Refusal to Test.” If a follow-up drug or alcohol test is non-negative during the term of the contract the Employee/Volunteer may be disciplined or terminated.

## **10. Random Testing**

Random selections will be facilitated by computer-generated random number selection or by other valid method. Each Employee/Volunteer will have an equal chance of being selected during each selection period. Notification of a random selection will be when the Employee/Volunteer is at a District Facility. Employee/Volunteers will not be called in off duty for a random drug/alcohol test. Refusal or failing to immediately report (Immediate means that the Employee/Volunteer shall proceed to the collection location without delay, never longer than one hour after notification.) after a request will result in a presumption that the Employee/Volunteer was incapable of passing the test and that the test results would have indicated an unacceptable level of prohibited substances. Failing to immediately report for a test will be defined as a “Refusal to Test.”

## **11. Refusals to Test**

Refusal to test includes failure to cooperate with the testing process in a manner which does not allow the test to be conducted, leaving the testing location before a test is completed, refusal to offer an adequate specimen without a valid medical explanation, failure to immediately (Immediately means the Employee/Volunteer shall proceed to the collection location without delay, never longer than one hour after notification.) report to the collection location when requested, adulterating, substituting or tampering with a specimen or other behavior that interferes with the testing process. Consequences of refusals to test may result in discipline, up to and including discharge.



## **12. Arrest Reporting**

It is the responsibility of the Employee/Volunteer to notify the District in writing of arrests made for alcohol or drug offenses within five (5) days of the arrest.

## **13. Test Results**

An Employee/Volunteer's participation in drug testing will only be disclosed to the Employee/Volunteer, the Fire Chief, the Board of Directors, such other supervisory staff as reasonably may be required to be informed, and to any court of law or administrative tribunal in the adverse personnel action. Positive test results will be considered with medical and other evidence to determine what action, if any, is to be taken.

Positive post-accident, random and reasonable suspicion drug and alcohol test will be confirmed by submitting the sample to Redwood Technologies laboratories.

It is up to the Employee/Volunteer and their prescribing physician to determine if any prescribed or over-the-counter medication may negatively affect their job performance. If an Employee/Volunteer is advised by their physician that they should not perform any of their job functions, the Employee/Volunteer must notify his or her supervisor of that fact before reporting to work.

If a prescription medication was properly authorized and appropriately used, a positive test result related to such medication will not be cause for discharge or discipline unless the Employee/Volunteer failed to notify the District prior to the test of the use of a medication that could impair the Employee/Volunteer's ability to work safely.

## **14. Prescription Drugs, Including Medicinal Use of Marijuana**

The District prohibits Employees/Volunteers from being impaired by either illicit or prescription drugs while performing work duties. This ruling includes the use of medicinal marijuana. Employees/Volunteers shall report the use of any marijuana, medicinal or otherwise, to the supervisor before reporting to work. Failure to notify your supervisor before work of such use may result in discipline up to and including discharge.

## **15. 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/Volunteer'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.

**B. District Right to Conduct Reasonable Searches.**

You have no right to privacy in any property and spaces on the District Premises or under the District's control, including any information or data received, sent, generated or stored on the District's 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.

**C. Employee/Volunteer 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.

**D. 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.

**E. Use of 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:

**1. 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.

**2. Insurance.**

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

### **3. 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.

### **4. 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.

### **5. 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.

### **6. 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.

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

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

### **8. 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 officer in charge 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.

### **9. 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 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.

**F. Hair and Dress Code.**

**1. Hair.**

Members are required to keep hair clean and well groomed at all times. The hair must either be trimmed short or kept bound close to the head so no hair is exposed or interferes with equipment or otherwise jeopardizes the safety of a line-member when wearing full bunker gear. Facial hair shall not interfere with the proper function of respiratory equipment. A line-member shall advise his/her supervisor of a material change in facial hair and submit to a fit test in accordance with the District's SOGs.

**2. Uniforms and Clothing.**

While on duty, you must wear appropriate clean uniforms, no civilian clothing. Line-members must comply with the District's SOG for uniforms and clothing. No buttons, emblems or insignia shall be worn except as specified in the SOG, unless approved by the Fire Chief or Designee. You will not wear any apparel with the District logo while off duty.

**G. Tobacco and Tobacco Products.**

You must not smoke in or on any public portion of the District Premises. Smoking is allowed only in designated smoking areas. You must use common courtesy and cleanliness when smoking 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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.

**L. Ethical Conduct.**

You must uphold the standards of the emergency services profession, continually search for new and improved methods to carry out your responsibilities, and share your knowledge and skills with other members and the public. You must not allow your personal feelings to deter you from your responsibilities.

You must at all time respect the property and rights of all people, and every individual's chosen way of life. You must keep your private life honorable and an example to all, and must maintain courageous calm in the face of danger, scorn or ridicule. You must develop self-restraint and be constantly mindful of the welfare of others. You must be honest in thought and deed in your personal and official life. You must be exemplary in obeying all applicable laws, District rules, and the legal orders and instructions of supervisors.

#### **M. Use of Mobile Telephones (Cell Phones).**

During work hours or while engaged in any District duty/activity, you must limit the use of cell phones to necessary personal matters. Regardless whether it is for a personal purpose or for District business, while engaged in any District duty/activity, you must:

1. Not use the cell phone to send or receive calls, text messaging or other similar forms of manual data entry or transmission while driving an emergency apparatus. You may use a hands-free device while driving any other type of District vehicle, or while driving a personal vehicle in the performance of a District duty/activity, to send or receive messages, but you are prohibited from text messaging or other similar forms of manual data entry or transmission even with a hands-free device.
2. Be considerate of other people while using the cell phone, including but not limited to:
  - a. avoiding use of the cell phone in the presence of other people whenever possible;
  - b. keeping the call as short as possible;
  - c. not discussing confidential information during the call that could be overheard or intercepted by another person;
  - d. not speaking in a loud voice or otherwise disturbing other people; and,
  - e. using appropriate language.

#### **N. 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:

1. Conducting activities related to public expressions of opinion using the District's communications systems (including its computers) or during work;
2. Representing any opinion or statement as the policy or view of the District, or its Board Members, Officers and members;
3. Making disparaging or defamatory comments about the District, or its Board Members, Officers, members, vendors, customers, or services; or,
4. Criticizing the District, or its Board Members, Officers or members instead of using the dispute resolution procedures contained in this Manual.

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.

**P. Public Relations/Press Releases.**

The District encourages persons 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.

**Q. 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.

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## Section 6

### EMPLOYEE COMPENSATION & WORK SCHEDULES

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This Section 6 does not apply to volunteers and students.

#### **A. Exempt and Non-Exempt FLSA Classifications.**

Your FLSA classification as an exempt or non-exempt employee is stated at the top of your job description. If you change positions during your employment as a result of promotion, transfer, or otherwise, the FLSA classification will be stated at the top of the job description for your new position. You must direct any questions regarding your employment classification or exemption status to the Fire Chief.

"Exempt employees" are not subject to the FLSA, and are not required to be paid a minimum wage and overtime regardless of the number of hours worked in a day, workweek or work period. "Non-exempt employees" are subject to the FLSA, and are required to be paid a minimum wage and earned overtime. The Fire Chief may, in his/her discretion, designate certain groups of non-exempt employees and/or certain types of overtime earned as Comp Time. (See Section 6(F), below).

#### **B. Work Schedules.**

Employees work the schedules established by the Fire Chief or a Designee. All work schedules including 4/10 and flex time are subject to change at any time in the sole discretion of the Fire Chief or a Designee to meet the District's needs.

#### **C. Recording Work Hours - Falsification of Time Records Prohibited.**

All actual hours worked and leave time taken shall be recorded accurately by each employee, and reported to his/her supervisor. Supervisors shall verify all hours reported. If an employee separately tracks his/her time worked through personal electronic, manual, or other means, and the employee believes there is a discrepancy between his/her personal records and his/her official time records, the employee must immediately report this information to the District's administrative office. Reports of discrepancies will be promptly investigated. If it is determined that the employee's official time records incorrectly reflect his/her time worked, the employee's pay will be promptly adjusted accordingly.

An employee is prohibited from completing the time record of another employee. Falsification of a time record may result in discipline, up to and including immediate termination.

Regular members shall record all time worked for the District. A member of the District may volunteer service to the District, outside their job description that DOES NOT INVOLVE THE SAME TYPE OF SERVICE which the person is employed to perform for the District. Any



volunteer activities by full time members must be approved in advance, and in writing by the Fire Chief or the Deputy Chief

#### **D. Salary Compensation**

1. Salary Policy. The District maintains a pay plan covering all positions in the District, showing the minimum and maximum rates of pay. In arriving at such salary ranges, consideration is given to prevailing rates of pay for comparable work in other public and in private employment, including consideration of conditions of work and basic pay, current costs of living, the local economy, and wage adjustments in the community, suggestions of the District's budget, and the District's financial stability.
2. Salary Review. Compensation will be reviewed by the Operations / Deputy Chief, at the conclusion of a member's probationary period. An increase may be recommended to the Fire Chief based upon the member's competent rating.

Regular member's salaries will be reviewed **after each twelve (12) month period** of continuous employment in the current classification. **Wage increases are not automatic.** The Fire Chief and staff make salary recommendations to the Board of Directors based upon the member's annual evaluation and performance results.

#### **H. Medical and Life Insurance**

The District provides **group medical, dental, vision, long term disability, and life insurance** for eligible members. Coverage for eligible members begins the first of the next month following the employment date. Information regarding eligibility and specific benefits is available from the **approved insurance carrier.**

#### **E. Payroll Procedures.**

1. **Pay Days.**

**The District's payday is scheduled Bi-Weekly (26 paydays per year).**

**No exceptions. The District will not allow draws from salaried accounts.** You are responsible for immediately bringing any concern regarding a paycheck to the attention of the Division Chief of Administration.

2. **Payroll Deductions.**

- a. The District is required by law to make certain deductions from your paycheck, including deductions for Federal, State and local taxes, as well as Social Security, Court Ordered Child Support Payments or Garnishments; and or retirement pension contributions.

- b. Other deductions can only be made at your specific request and agreement. Payroll deductions also may be made from your paycheck pursuant to a separate written agreement with the District for the replacement cost of lost, destroyed or unreturned District property or as otherwise provided in this Manual.
- c. An exempt employee's pay may be subject to deductions for absences from work of one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability, if the deduction is made in accordance with the District's disability benefit plan and sick leave policies; to offset amounts you receive as jury or witness fees, or for military pay; for a fine for violating a major safety rule; or for suspensions without pay of one or more full days for violations of a major safety rule, the District's anti-discrimination/anti-harassment policies, and/or the District's workplace anti-violence policy. You will only be paid a pro rated amount of your salary for the initial or last week of employment, if you do not work the entire week.
- d. The District prohibits improper deductions from a non-exempt employee's pay or the salary of an exempt employee. If you believe an improper deduction has been made from your salary or pay, you must immediately report it to the District's administrative office. Reports of improper deductions will be promptly investigated. If it is determined an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made and the District will give assurances that it will not happen again.
- e. Deferred Compensation. Any District member may elect to enroll in a deferred compensation plan approved by the District. Deferred compensation accounts will be established on behalf of any member who is willing to make contributions to the plan in accordance with plan requirements.

## **F. Overtime.**

### **1. Working Unscheduled Hours.**

You are expected to work scheduled and unscheduled hours as necessary to meet the District's emergency services needs and maintain the District's efficient and effective administration and operation. The fact that you are asked or required to work additional hours does not mean such hours are automatically overtime. Whether actual hours worked are overtime is determined by the detailed regulations interpreting and implementing the FLSA. All non-exempt employees are prohibited from working unscheduled hours, unless: a) a supervisor orders or asks you to work the unscheduled hours; or, b) you ask and receive prior approval from your supervisor to work the unscheduled hours.

Members (Management) who are exempt under the Fair Labor Standards Act will receive banked compensation time for all hours worked in excess of 40 hours in a workweek. This time will be compensated at the rate of straight time. Salaried members may bank up to 144 hours of

compensation time annually. The only authorized overtime payment will be at straight time pay and shall be paid at regular salary rates for emergency calls after normal working hours. Salaried members on call “Duty Officer” will be compensated at their standard hourly rate for each incident they respond to and will minimally receive one (1) hour of duty pay for each weekday shift and two (2) hours for each weekend shift (Fri – Sun) or holidays.

## **2. Overtime Pay for Non-Exempt Employees.**

A non-exempt administrative employee will be paid overtime at 1½ times your regular hourly rate of pay for all hours actually worked in excess of 40 hours in a workweek. Non-exempt line-employees will be paid overtime at 1½ times his/her regular hourly rate of pay for all hours actually worked in excess of 212 hours in a 28 day work period. Overtime must be approved in advance by the Fire Chief. Comp Time and wage replacement benefits, such as vacation leave are not counted for purposes of determining whether a non-exempt employee is entitled to overtime pay.

### **F. Compensatory Time Off (Comp Time).**

The Fire Chief at his/her discretion may allow a non-exempt employee to convert actual overtime hours earned into Comp Time. One hour of overtime earned is converted to 1½ hours of Comp Time. (For example, an employee who works 2 hours of overtime would receive 3 hours of Comp Time). A non-exempt employee will be paid for earned unused Comp Time at the time of separation of employment from the District at his/her current rate of pay (not at 1½ times your regular rate of pay). The District may at any time require you to use all or a portion of your accrued Comp Time or may pay you the cash equivalent for all or a portion of your accrued Comp Time .

At the discretion of the Fire Chief, on a consistent basis, District members may receive compensatory time off for hours worked. A member may accrue compensatory time off for up to (144) hours maximum. When a member reaches (144) hours of compensatory time, the member will be required by the District to take time in excess of 100 hours off, unless otherwise mutually agreed between the member and the Fire Chief. The District will not be obligated to schedule compensatory time off for employees. Such time off requests shall be approved by the Fire Chief or his designee. Compensated time off requests will be approved on advanced notice to administration and not cause a significant disruption to the Fire districts operations.

### **G. 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 and/or pager list, 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.

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## Section 7

### BENEFITS

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**NOTICE:** Except for benefits required by applicable law, the Board has the right to modify, add to or eliminate any benefit contained in this Manual, including this Section 7, subject to compliance with any requirements of applicable law.

#### A. Travel Reimbursement General Expectations

The District may reimburse you for approved travel in your private vehicle on District business at a rate determined by the Fire Chief or Designee. Excess mileage advances, allowances or reimbursements must be returned to the District in accordance with the accountable plan policy stated above. You must submit an expense report to the administrative staff by the end of the month for which reimbursement is sought.

All members of the District are expected to use good judgment regarding the expenditure of funds for travel expenses. Only through teamwork can the costs of travel on District business be minimized.

#### 1. Documentation Objectives

The Procedures for documenting the expenses involved with member travel on District related business activities are designed to provide public accountability in two areas:

- 1. Pre-approval of all travel requests to ensure that the travel is appropriate to the needs of the District and that budgeted funds are available for specific travel requests; and**
- 2. A complete accounting of the actual expenses for the travel to ensure that the expenses reported for reimbursement are appropriate and provide appropriate documentation.**

#### 2. Approval

The Fire Chief or the Training Chief shall authorize registration, travel, and attendance expenditures in advance within the budgeted amounts adopted by the Board. Prior to submittal for the Chief's approval, all requests must be reviewed and the identified expenditure account must be acknowledged by the Districts Executive Administrator.

#### 3. Travel Request

At least two weeks prior to the anticipated travel, the member shall submit a completed Travel Expenses Request form to the Training Chief for review and then forwarded to the District Executive Administrator. All receipts must be returned to the Districts Executive Administrator within five days. If a member needs to use personal funds for expenses during an approved business leave shall submit all receipts to the Districts Executive Administrator for reimbursement. All receipts are subject to review and may need a disclosure statement.

#### 4. Travel Settlement

**Within one week after the return of the traveling member, that member must turn in all appropriate receipts for lodging and other expenses related to that approved travel.**

#### 5. Guidelines

The following general guidelines apply to the reimbursement of member travel expenses:

- a. Transportation. The actual cost of transportation, taxi fares, telephone calls, and necessary expenses required in the performance of official business of the Fire District while on travel status will be paid or reimbursed by the District. If the member's personal vehicle is approved and used for travel, the District will reimburse the member at the current IRS mileage rate for the actual mileage required for the trip. Parking and other related expenses must be documented by receipt.
- b. Lodging. Hotel and motel accommodations should be appropriate to the purpose of the trip. Expenses for lodging must be supported by actual receipts. Reimbursement for lodging is generally limited to the expense of a single room, except where members are sharing a room.
- c. Meals. Members will be allowed a per diem rate of \$50.00 per day for meals. This is broken down as follows: \$15.00 for breakfast, \$15.00 for lunch, and \$20.00 for dinner. No receipts are required for meals covered under the per diem. With prior approval, a member may be reimbursed for actual meal expenses incurred that exceed \$50.00 per day, with receipts required under this provision.
- d. Telephone and Facsimile. Expenses for telephone and/or facsimile communications are reimbursable only if they are directly related to District business and are supported by actual receipts. Personal telephone calls shall not be charged to the District, the Districts credit cards or charged to the member's hotel room. No Exceptions.
- e. Registration and Tuition Fees. Expenses for conference registration, conference meals, and activities and /or tuition fees are allowable expenses. A copy of the registration must be attached to the Request for Expenses form.
- f. Accompanied Travel. Any expenses for family members who accompany the member on a trip are not reimbursable.

Alcoholic Beverages. Expenditure's for any alcoholic beverage will not be reimbursed by the District. *No Exceptions.*

## **B. Time off**

### **1. Bereavement Leave.**

You will be granted up to four consecutive days off from work in the event of the death of your spouse, children, parents, grandparents or siblings, or the children, parents, grandparents or siblings of your spouse. The leave will be with pay for full-time employees. The District may, in the Fire Chief's sole discretion, grant full-time employees additional leave with pay. Requests for bereavement leave shall be made to the Fire Chief or Designee.

### **2. Jury Duty and Witness Leave.**

You will be granted leave for jury duty. Full-time employees will be granted leave with pay for the first three days, less the amount of jury fees received by the full-time employee. To qualify for jury duty leave, you must submit a copy of the Summons to Serve to your supervisor as soon as it is received. In addition, proof of jury service must be submitted to your supervisor after jury duty is completed. You must return to work immediately when dismissed from jury duty or when the jury is not in session during your usual work hours. The District will make no attempt to have your jury service postponed except when business conditions necessitate.

If you are subpoenaed to produce documents, provide deposition testimony or appear in court or arbitration on a District-related matter, you will be granted the leave necessary to comply with the subpoena. For employees, the leave will be with pay. Actual time worked in preparing for, and providing witness testimony, or producing required documents, while on witness leave on a District-related matter will be treated as time actually worked for purposes of calculating FLSA overtime. A non-exempt employee must receive prior approval from the Fire Chief or a Designee before performing such work, and must record all such work on a District official time sheet, which must be reviewed and approved by the Fire Chief or a Designee.

If you are subpoenaed to produce documents, provide deposition testimony or appear in court or arbitration on a non-District matter, you will be granted the leave necessary to comply with the subpoena. An employee will be granted leave without pay, unless the Fire Chief approves use of accrued leave in advance; provided, however, an exempt employee shall be paid his/her normal salary in any workweek in which he/she performs work for the District. You must furnish a copy of the subpoena to your supervisor. You must return to work immediately upon being released from a witness subpoena.

### 3. **Administrative Leave.**

A Division Chief or higher ranking officer may, in his/her discretion, immediately place you on administrative leave for any reason. While on administrative leave, you must not participate in any District duties, responses, activities, or training. The administrative leave will be with pay for employees, unless the Fire Chief determines the leave will be unpaid.

### 4. **Workers' Compensation Insurance.**

The 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. Questions regarding workers' compensation insurance claims should be directed to the Fire Chief.

The District has prepared the statutorily required list of treating physicians who are the District's designated providers and will provide this list to a member who is injured at work, and to any other member upon request. The District will provide the list within 7 business days of when the District has notice of the injury. If an emergency prevents the District from providing this list to you within that time, the list will be provided as soon as the emergency ceases.

To assist in selecting a provider, you may request disclosure of ownership interest and employment relationships from any of the designated providers. A form is available in the District's administrative office to assist you in obtaining the information. A copy of any such request must be submitted to the District in writing. You may submit a one-time notice to change the treating physician by choosing another name from the list, provided that the notice to change is submitted within 90 days after the date of injury, but before you reach Maximum Medical Improvement. A form is available in the District's administrative office. Nothing in this paragraph prohibits you from submitting a written request to change physicians.

### 5. **Leave of Absence.**

You may request a leave of absence for a period not to exceed six months. Leaves of absence shall be determined by the Fire Chief on a case-by-case basis. Requests for leaves of absence must be submitted in writing to the Fire Chief at least five business days before the start of the requested leave. If the requested leave is over 90 days, all District property must be returned to the District before the leave begins. You are not guaranteed a job or volunteer position upon returning from a leave of absence. The Fire Chief will determine if you will be reinstated to your former position or another position based upon such factors as the availability of a position, the District's financial status, your standing at the time you took the leave, your prior length of employment/volunteer service, and the length of leave taken. The Fire Chief also will consider if you must meet any specific training or other requirements as a condition of reinstatement.

## 6. **Military Leaves of Absence.**

You will be granted a leave of absence for military duty and training in accordance with applicable law. If you are called to active military duty or to reserve or National Guard training, or if you volunteer for the same, the District asks that you submit copies of the military orders to your supervisor as soon as practicable. Your eligibility for reinstatement after your military duty or training will be determined in accordance with applicable law. Military leaves of absence for employees will be with pay for the first 15 days in a calendar year. Pursuant to a separate written agreement with the employee, the amount of the employee's pay will be offset by the amount of military pay he/she receives for the same days for which paid leave was provided.

### **B. Employee Benefits.**

The following benefits are available only to eligible full-time employees.

#### 1. **Family and Medical Leaves of Absence – No Eligible Employees.**

As a public entity, the District is a covered employer under the Family Medical Leave Act of 1993 ("FMLA") and must comply with various requirements outlined in the FMLA; however, the District need only provide FMLA leave (*i.e.*, 12 weeks of unpaid leave) to "eligible employees", which the FMLA defines as those employees who have: 1) completed at least one full year of service with the District, 2) have worked a minimum of 1,250 hours in the 12-month period preceding the leave to be eligible for such leave; and 3) are employed at a worksite with 50 or more employees (not including volunteers) within 75-miles of that worksite. Because the District does not employ 50 employees, no employees are eligible for FMLA leave at this time.

#### 2. **Vacations.**

##### **A. Vacation Benefits For full time Employees / Members**

Vacation benefits are intended to provide eligible members with a period of paid rest and relaxation away from work. Accordingly, members are directed to schedule vacations each year, and to use all earned vacation benefits.

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 **only** or as approved by the Fire Chief. Vacation and sick time credit shall not accrue during any unpaid leave of absence.

The District provides vacation benefits to its regular full-time members. Vacation credits will be posted bi-weekly as follows for members:



Years of Continuous Service

Bi-Weekly Accrual

0 through 1	<b>3.70 hours</b>
2 through 5	<b>4.62 hours</b>
6 through 10	<b>6.16 hours</b>
11 through 15	<b>7.70 hours</b>
16 plus	<b>9.23 hours</b>

**Members may accrue up to 240 hours of vacation accrual. Accruals will not be posted to increase any member's vacation balance in excess of 240 hours and will be forfeited or may be directed as time off at the District's discretion.**

\*\* Vacations must be scheduled in advance and approved by the Fire Chief or Designee annually \*\*.

Annual vacation for upcoming year will be forecasted in November each year. No more than two fire staff off at one time.

Full-time employees accrue vacation leave based on date of hire.

Vacation leave will not be granted in advance of its accrual. The Fire Chief or Designee must approve all use of vacation leave. A request for vacation leave must be submitted 96 hours in advance to the Fire Chief or Designee. Upon separation of employment, an employee will be paid for accrued but unused vacation leave at his/her then regular rate of hourly pay.

**C. Sick Leave**

1. Notification of Inability to Work. Members are expected to be able to attend work reliably, predictably and regularly. Members who are unable to report to work due to personal or dependent illness or injury must contact their immediate supervisor on or before their scheduled starting time. If a member becomes sick during the day, the member's immediate supervisor or designee must be notified before the member leaves work. When sick leave is taken to care for a dependent the District expects that other care arrangements will be made as soon as possible, except where leave for dependent care purposes is provided for by family leave laws and the member is eligible for such leave. The member must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy, if the need for the leave is unanticipated.
2. Accrual. In order to minimize the economic hardships that may result from an unexpected **short-term** personal or dependent illness or injury, the District provides regular full-time members with four (4) hours of accumulated sick leave bi-weekly. The District may require a doctor's verification of illness as a condition of payment of sick leave benefits if the District has reason to believe the employee is abusing sick leave or if employee attendance is a problem. Except as provided by the administrative rules of the

PERS, there shall be no compensation for an employee's unused sick leave at the time of retirement or termination of employment.

3. **Concurrent Leaves.** Sometimes more than one type of leave may apply to a situation. Where allowed by federal or state law, leaves will run concurrently. This means that sick leave, workers' compensation leave, personal leave, leave as a reasonable accommodation for a qualified individual with a disability, federal family medical leave, state family leave, and unpaid leaves of absence may all run concurrently and may be counted against the member's family medical leave entitlement. The District may designate any type of leave as Family Medical Leave if the leave is used for a family medical leave purpose.
4. **Medical Certification.** A member on sick leave that is running concurrently with another type of leave, for example family medical leave or personal leave, must provide a medical certification for any and all applicable types of leave. This means a member on sick leave may be required to have their medical provider complete the certification of physician or practitioner form required for federal or state family medical leave, obtain second or third medical opinions, as provided by family medical leave laws, and provide fitness for duty medical certifications before return to work.

## **Holidays**

**Regular full-time members will receive a day off with pay for each of the below recognized holidays:**

New Year's Day  
Presidents' Day  
MLK Day  
Memorial Day  
Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Last 4 hours on Christmas Eve  
Christmas Day  
Last 4 hours on New Years Eve  
Personal day

## **5. Health, Dental, Vision and Long Term Death and Disability Insurance.**

The District currently offers health, dental, vision and long term life and disability insurance for eligible full-time employees. Copies of the plans may be obtained from the District's administrative office. The District Board 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 premium or deductible paid by the employee, at any time in accordance with applicable law.

**6. Retirement Benefits.**

Retirement benefits are provided to eligible full-time line-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 PERS website.

**7. Unemployment Insurance.**

The District has elected to be responsible for unemployment benefits as provided by the Oregon Employment Security Act.

**8. 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:

a. You must submit a training request form, which must be signed by the Fire Chief and the Training Officer.

b. If your shift begins the morning proceeding the day you will be going to school, you may leave work only with the approval of the Officer in charge.

c. You will be required to report for duty on the day following the last day of school, if you are scheduled for that day.

d. School expenses will be paid by the District only if funds are available and the expenses are approved in advance by the Fire Chief or Designee.

**9. Compensation for Attending Training, Conferences and Meetings.**

**a. 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 a Oregon EMT certification, compensation will be at the discretion of the Fire Chief.

**b. 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:

- i. You attend the meeting, conference or training during your regular work hours; or,
- ii. Your attendance is required by the District; or,
- iii. The meeting, conference or training is directly related to your job; or,
- iv. 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.

c. **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 compensation, 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.

10. **Travel Time.**

a. **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.

b. **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.

c. **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.

#### **11. 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. Part-time non-exempt employees also are eligible for leave in an amount pro-rated to the number of hours worked. For example, if full-time employees typically work 40 hours per week and a part-time employee works 20 hours per week, the part-time employee would be entitled to up to 3 hours per month (or a maximum of 9 hours in an academic year).

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 chose 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.

#### **C. 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.

##### **1. 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.

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## Section 8

### VOLUNTEER AND STUDENT PROGRAMS

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#### **A. Purpose of the Volunteer and Student Firefighter Programs.**

The District recognizes the valuable contribution volunteers and students make to the District and the community by participating in the District's Volunteer Fire Program or Student Firefighter Program. The purposes of these programs are to promote and support the continued recruitment, training, organization and services of volunteers and students to enable the District to continue to provide high quality emergency services.

#### **B. General Requirements.**

##### **1. Volunteers.**

To be eligible for the District's Volunteer Firefighter Program, you must:

- a. Be legally authorized to work in the United States;
- b. Be 18 years of age;
- c. Possess a valid Oregon Driver's License;
- d. Successfully complete the District's application process;
- e. Satisfactorily complete a drug and alcohol test and a medical evaluation after receiving conditional acceptance into the Volunteer Firefighter Program.

##### **2. Students.**

To be eligible for the District's Student Firefighter Program, you must:

- a. Be a legally authorized to work in the United States;
- b. Be no less than 18 years of age.
- c. Be enrolled in an accredited college.
- d. Provide proof of attendance at the preliminary orientation meeting regarding the Student Firefighter Program; and
- e. Satisfactorily complete a drug and alcohol test and a medical evaluation after receiving the District's conditional acceptance into the Student Firefighter Program.

#### **C. Application Process.**

An applicant for either the Volunteer Firefighter Program or Student Firefighter Program must satisfactorily complete the following:

1. Applicant Interview
2. Background Check
3. Drug and Alcohol Screening
4. Physical Agility test
5. Assessment center (if needed)
6. Information packet; including NIMS

**D. Probationary Period.**

**1. Probationary Period.**

A newly appointed volunteer or student is on probation for 12 months from the date of appointment. The Fire Chief may extend the probationary period, in his/her sole discretion. You will receive an ID card and appropriate District apparel. During the probation period, you will have the opportunity to demonstrate and apply the knowledge, skills and abilities acquired. A probationary volunteer must successfully complete the Fire Academy Training and/or mentor program before the end of the probationary period. Successful completion of the probationary period does not change a volunteer's at-will status.

**2. Training Academy Attendance.**

All volunteers and students must complete the District's Training Academy in accordance with the District's SOGs.

**3. Emergency Response.**

A probationary volunteer or student shall not respond to emergency incidents until the Training Coordinator has released you to do so and has received documentation establishing that you have completed the following requirements:

- a. Copy of a valid Oregon Driver's license
- b. DMV Driving record (if 21 years or older and will be responding emergent in a personal vehicle or driving District Apparatus)
- c. Drug and alcohol screen
- d. Valid CPR card with approved level of certification
- e. Documentation that Hepatitis B vaccinations have been initiated or a signed waiver for Hepatitis B vaccinations is on file
- f. Blood Borne Pathogen training
- g. Other training that may be deemed necessary

Probationary volunteers shall not drive any District Apparatus, without written approval by the District Fire Chief. A probationary volunteer may not respond Code 3 in a personal vehicle, or



install any emergency lights or sirens on his/her personal vehicle.

Students may not drive any District Apparatus except for authorized training purposes or in a non-emergent situation with express authority of an Officer of higher rank.

## **E. Response and Shift Requirements.**

### **1. Volunteer Program.**

Volunteers must maintain a minimum of ten percent (10%) response to all toned calls that require a full response i.e. fires, vehicle accidents and request for additional staffing, and 75% of training, each calendar year. Response percentages and training will be reviewed by the Training Chief quarterly. If it appears that you will not be able to meet the 10/75% response or training requirement for the year, you may be subject to disciplinary action, up to and including termination.

Fire and medical support volunteers are required to perform a minimum of two 12 hour shifts per month. Failure to meet this requirement may result in disciplinary action, up to and including termination. If an emergency prevents you from performing all or a portion of a scheduled shift, you must notify the Duty Officer immediately.

Volunteers are encouraged to respond to calls when not performing a shift (example: more personnel requested by the Duty Officer). If you fail to meet the foregoing requirements, you may not receive credit for that year's volunteer services for purposes of the District's Volunteer Firefighter Pension Plan.

Shift positions available at Station 1 are: Mon - Thur 1900-0700, Fri - Sun and Holidays 0700-1900 and Fri - Sun and Holidays 1900-0700. Volunteers scheduled for shift will receive a \$25 reimbursement (subject to adjustments based on the approved budget) to help offset the cost associated with pulling shift. Resident firefighters are not eligible for the reimbursement on their assigned shift. However, they are encouraged to pull additional shifts for which they would be eligible for the reimbursement.

Shift personnel must wear approved District insignia and attire.

### **2. Student Program.**

The District's goal is to provide students with valuable emergency services training and experience in an environment that reasonably limits their exposure to risk of mental, emotional or physical harm, injury or death; however, by participating in the District's Student Program, each student and his/her parents or guardians understand, acknowledge and agree that all activities performed by District members, including students, are inherently dangerous and may result in mental, emotional or physical harm, injury or death. In order to reduce the risk of mental, emotional or physical harm, injury or death to you, the District has imposed certain limitation on your activities, with which you must strictly comply. In addition to complying with the District's Student Program Standard Operating Guideline, you are prohibited from engaging

in the following activities:

- a. Displaying emergency lights and sirens on a personal vehicle;
- b. Operating any District Apparatus unless you possess a valid Oregon driver's license and have passed the driver/operator test for that District Apparatus. Under no circumstances shall you operate a District Apparatus in response to an emergency incident, even if you possess a valid Oregon driver's license and have passed the applicable driver/operator test. If you possess a valid Oregon driver's license you may operate a District Apparatus for authorized training purposes under direct supervision, or in a non-emergent situation with express authority of, an Officer of higher rank;
- c. Operating a power tool prior to receiving supervised training on the power tool, and only under the direct supervision of a District member of higher rank.
- d. Coming in contact with or exposed to hazardous materials; and,
- e. Directly engage in interior fire suppression activities at an emergency incident until successful completion of an IVFD approved Fire Academy. Authorized students may engage in exterior fire suppression activities at an emergency incident under the direct supervision of a District member of higher rank.

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## Section 9

### SHIFT BASED CAREER FIREFIGHTERS

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#### A. Hours of Work

##### **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 56 hours based on a 52 week year (2,912 hours annually).

1. The regular hourly rate of pay shall be the monthly rate divided by 242.7.
2. Under the provisions of FLSA Section 7(k), the work period cycle shall be 28 days.
3. 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 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 10 hours, inclusive of meal periods, during any 24 hour work shift, such nine hour workday shall be termed the "normal workday." Such nine 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 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 thirty minute increments for hold over purposes.

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

### **Compensatory Time Off (Comp Time).**

The Fire Chief at his/her discretion may allow a non-exempt employee to convert actual overtime hours earned into Comp Time. One hour of overtime earned is converted to 1½ hours of Comp Time. (For example, an employee who works 2 hours of overtime would receive 3 hours of Comp Time). A non-exempt employee will be paid for earned unused Comp Time at the time of separation of employment from the District at his/her current rate of pay (not at 1½ times your regular rate of pay). The District may at any time require you to use all or a portion of your accrued Comp Time or may pay you the cash equivalent for all or a portion of your accrued Comp Time .

At the discretion of the Fire Chief, on a consistent basis, District members may receive compensatory time off for hours worked. A member may accrue compensatory time off for up to (144) hours maximum. When a member reaches (144) hours of compensatory time, the member will be required by the District to take time in excess of 100 hours off, unless otherwise mutually agreed between the member and the Fire Chief. The District will not be obligated to schedule compensatory time off for employees. Such time off requests shall be approved by the Fire Chief or his designee. Compensated time off requests will be approved on advanced notice to administration and not cause a significant disruption to the Fire districts operations.

### **Callback**

Employees called back to work shall receive overtime pay for hours worked, and if called back shall be credited with not less than 2 hours time. Overtime for the purpose of this section shall be compensated for at 1 1/2 times the 56-hour hourly rate.

### **Holiday Compensation**

In lieu of holidays, regular shift employees shall be assigned 132 hours of holiday leave on July 1, of each year for the preceding 12 months of continuous paid employment. Employees who work less than the full fiscal year shall receive a prorated number of hours based upon actual period of regular paid time.

The 56 hour shift employee may elect to use the holiday leave throughout the year as if it were accrued vacation or compensatory time. Use of holiday hours must be at a time mutually agreeable to the employee and the District. Holiday hours must be utilized by June 30th or they shall be lost. District employees will be permitted to receive compensation twice a year for up to 2 weeks' pay at the employee's regular straight time rate. This normally occurs in May and November. Unused unpaid hours shall be forfeited.

### **Shift Exchanges**

Shift exchanges may be allowed at the discretion of the Fire Chief so long as an exchange request is rank for rank and notification is submitted prior to the exchange. The exchanging of

time is extended to the employees of the District as a privilege and any misuse or abuse of this privilege may be cause for disciplinary action or suspension of said privilege to the person(s) involved.

**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 2 hour maximum is considered a time exchange and VER /VLR do not affect hours worked by either employee.

**B. Vacation**

**Accrual**

Full time employees shall be eligible for paid vacation upon satisfactory completion of 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:

Years	Months	56 Hour Annual Hour	56 Hour Biweekly	
0 through 1	0-12	120	4.62	5 - 24 hr. shifts
2 through 5	13-60	168	6.47	7 - 24 hr. shifts
6 through 10	61-120	240	9.23	10 - 24 hr. shifts
11 through 15	121-180	288	11.08	12 - 24 hr. shifts
16 plus	181 +	360	13.85	15 - 24 hr. shifts

**Maximum Accrual**

Employees may accumulate up to three (3) years of accrued vacation time. Accruals will be posted via email to the employee.

**Scheduling**

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

1. 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 first serve basis. Scheduling of vacation periods beyond the seniority choice, to the extent consistent with operating requirements of the District.

2. Un-projected vacation request must be received and approved by the Fire Chief or his designee 96 hours prior to commencement of the requested time off. The Fire Chief can deviate from this requirement if circumstances dictate.
3. Vacations will be scheduled at the discretion of the Fire Chief or his designee with due consideration given to the employee's request.
4. The District will not unilaterally schedule vacation periods for employees.

### **Vacation Forfeiture**

Each employee shall have one (1) hour deducted from accrued vacation time for each hour of vacation taken. Vacation time which exceeds that allowed, which is not taken, due to failure on the employee's part to schedule vacation, shall be forfeited.

### **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.

## **C. Sick Leave**

### **Accrual**

56 hour employees will accrue sick leave at the rate of 4.62 hours for each complete bi-weekly period (195 hours annually), beginning with the employee's date of hire.

### **Utilization**

Employees are eligible for sick leave for the following reasons:

1. Non-occupational incapacity of the employee due to personal illness, injury, physical disability or life situations.
2. Quarantine of an employee by a physician for non-occupational illness.

3. Illness or disability of a spouse or child who is seriously sick or injured, undergoing surgery or otherwise hospitalized or to make immediate arrangements for the care of a spouse or child with a less than serious illness (such time shall not exceed 72 hours in any one fiscal year).
4. Situations defined in FMLA or OFLA as qualifying for "family leave".
5. Medical and dental appointments during working hours so long as prior approval is obtained from the Fire Chief or a designee.

The District may require a doctor's verification of illness as a condition of payment of sick leave benefits if the District has reason to believe the employee is abusing sick leave or if employee attendance is a problem. Except as provided by the administrative rules of the PERS, there shall be no compensation for an employee's unused sick leave at the time of retirement or termination of employment.

### **Abuse**

Abuse of sick leave is cause for disciplinary action.

## **D. Other Leaves of Absence**

### **Extended Leave of Absence**

1. **Criteria and Procedure.** The District will consider a written application for leave of absence without pay not to exceed 30 days. If the District finds there is reasonable justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. The District may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on the employee's written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the District; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the District as a resignation.
2. **Return from Leave.** Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned the employee's position with the District, and the employee's position shall be declared vacant unless the employee prior to expiration of the employee's leave of absence or prior to the termination date has furnished evidence that the employee is unable to work by reason of sickness, physical disability, or other legitimate reason beyond the employee's control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the District determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department.

Requests for leaves of absence under this section shall be in writing on a form provided by the

District. The form shall contain the name of the employee, the effective date of the absence, the number of days of absence, the purpose of the absence, the signature lines for District. The purpose of the request form will be to eliminate misunderstanding as to the purpose, dates, and length of absence.

### **Required Court Appearances**

Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling the employee's attendance under penalty described by law in connection with the employee's officially assigned duties, including the time required for travel to court and return to the employee's headquarters. Employee shall be required to seek all fees due for such duty and turn said fees over to the District. This provision is not intended to cover hearings conducted by the Oregon Employment Relations Board, or grievance arbitrations held pursuant to this contract.

### **Jury Duty**

Employees shall be granted leave with pay for service upon a jury; provided, however, that the employee is required to seek all fees due the employee for such jury duty and turn said fees over to the District, and upon being excused from jury duty for any day an employee shall immediately contact the Duty Chief or other supervisor for assignment for the remainder of the employee's regular work day. Mileage and expenses paid for jury duty will be retained by the employee so long as the employee provides the employee's own transportation for such jury duty service.

### **Military Leave With or Without Pay**

Military leaves with or without pay shall be in accordance with Oregon Revised Statutes and/or applicable Federal law.

### **Parental Leave**

The District shall allow parental leave in accordance with state and federal statute.

### **Bereavement Leave**

In the event of a death in the employee's immediate family (husband, wife, spousal equivalent, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandparents), the employee shall be granted leave with pay up to a maximum of 48 hours. The employee may elect to take additional leave in accordance with the provisions of this document.

## **E. Insurance**

The Fire District agrees to provide health insurance to the employee and family. Deductibles and cost sharing will be evaluated annually and approved by the District Board.



VEBA will be provided to the employee and capped at \$500 for the employee and \$500 for the spouse. (NOTE: \$1,000 cap on family coverage)

## **F. 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, not to exceed \$300. 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.

## **G. Probationary Period**

Every employee hired into the District shall serve a probationary period of 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.

## **H. 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.

## **I. TRAINING**

Shift employees will participate in all training while on shift including weekly District training on Tuesday nights. Off duty shift employees are not required to participate but must maintain all required certification continuing education hours for recertification.

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## Section 10

### CORRECTIVE ACTIONS

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#### **A. Corrective Actions Are Not Discipline and Are Not Progressive.**

Corrective actions are not discipline. A corrective action is intended to notify you of conduct that is not in conformance with the District's rules or applicable law, or otherwise is inappropriate or deficient, so you can promptly take appropriate action to ensure the conduct does not occur again.

The District does not have a progressive or step-corrective action or discipline policy. The District will impose the corrective action it deems appropriate under the specific facts and circumstances. Probation and/or an action plan may be imposed as part of a corrective action. In imposing a corrective action, the District may consider any prior corrective or disciplinary action imposed against you. While a corrective action is not a disciplinary action, it can form the basis for a disciplinary action. In accordance with the District's policy against progressive discipline, the District has no obligation to take corrective action before taking disciplinary action, up to and including termination.

#### **B. Corrective Actions.**

A corrective action may be imposed at any time by any supervisor. You will be given a copy of the corrective action. You must meet and discuss the corrective action with the supervisor and acknowledge in writing that you discussed the corrective action with the supervisor. The corrective action and your acknowledgement will be placed in your personnel file.

A supervisor may impose any reasonable duty or condition on you that is reasonably designed to correct the deficient or inappropriate conduct, including, but not limited to, prohibiting you from engaging in the misconduct again, probation and/or an action plan. The supervisor cannot impose any form of discipline as part of a corrective action.

You may have the Fire Chief review a supervisor's corrective action. You must submit a written request for such a review to the Fire Chief within seven calendar days of receiving the corrective action. The Fire Chief's decision on the corrective action is final.

#### **C. Corrective Actions by the Fire Chief.**

The Fire Chief may issue a corrective action at any time, using the procedures in Section 9(B) above. The Fire Chief's corrective action cannot be appealed to the Board.

**D. Board Corrective Actions to the Fire Chief.**

The Board has complete discretion to issue a corrective action to the Fire Chief at any time, using such procedures as it deems appropriate.

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## Section 11

### DISCIPLINE AND TERMINATION

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#### A. Discipline - Generally.

##### 1. At Will Employment/Service; No Progressive Discipline

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

##### 2. Reporting Violations.

You must immediately report a violation of this Manual or any other District rule or applicable law, or other alleged member misconduct to your supervisor or the Fire Chief.

##### 3. When Discipline May Be Imposed.

Discipline may be imposed for (a) violating any District rule, including this Manual, an SOG, or any applicable law; (b) unsatisfactory or deficient performance of duties; (c) misconduct; or (d) conduct adversely affecting the District's reputation or standing in the community or your ability to effectively perform your duties, regardless whether the conduct occurs on or off duty.

#### B. Termination of Volunteers and Students.

The Fire Chief, in his/her sole discretion, may use the procedures outlined in Section C, below, or the following simplified procedure to terminate a volunteer or student for failure to: (1) meet his/her minimum response and shift requirements; (2) meet annual training requirements; and/or (3) provide documentation required for continued participation in the Volunteer Fire Program or Student Firefighter Program, as applicable:

- a. The District will send a letter to your last known address advising you that you have violated subparagraph (1), (2) and/or (3) above, and the District's intent to terminate your volunteer services;
- b. You will have ten calendar days from the date on the letter to submit a written response to the Fire Chief as to why your volunteer service should not be terminated;
- c. Upon expiration of the ten-day period, and after considering the facts and circumstances, and any written response by you, the Fire Chief shall issue a final written decision. A copy of the Chief's written decision shall be mailed to you. The Chief's decision may not be appealed to the Board.

All other disciplinary actions involving a volunteer/student shall be handled in accordance with the procedures outlined in Section C, below.

**C. Discipline Procedure.**

**1. Notice of Recommended Discipline and Meeting.**

Your supervisor will determine the discipline to be recommended based upon the specific facts and circumstances of the case, considering your prior work performance, including, but not limited to any prior corrective actions or discipline. If, based upon all of the facts and circumstances, the supervisor believes discipline is warranted, the supervisor may recommend one or more of the following forms of discipline:

- a. Probation;
- b. Action Plan;
- c. Suspension;
- d. Suspension without pay;
- e. Fine;
- f. Leave Reduction;
- g. Demotion; or
- h. Termination.

Exempt Employee Limitations: In order to comply with the FLSA "salary basis" requirements, the following limitations apply to disciplinary actions against FLSA exempt employees:

- a. A fine can be imposed against an FLSA exempt employee **only** for violations of a safety rule of major significance. An exempt employee cannot be fined to reimburse the District for lost or damaged District equipment or property;
- b. An FLSA exempt administrative employee can be suspended without pay for more than one workweek (no partial workweeks) for any act or omission forming a basis for discipline under this Manual, an SOG, any other District rule or applicable law;
- c. An FLSA exempt line-employee can be suspended without pay for more than one work period (no partial work periods) for any act or omission forming a basis for discipline under this Manual, an SOG, any other District rule, or applicable law; and,
- d. An FLSA exempt employee can be suspended without pay for one day or more (no partial days) for violations of the District's anti-discrimination/anti-harassment policies or workplace anti-violence policy.

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

The *Notice of Recommended Discipline* will state a date and time at which you are required to meet with the supervisor, which meeting will occur within 6 business days of receiving the *Notice of Recommended Discipline*. If the supervisor cannot hold the meeting within the 6-day period due to unavailability, the meeting shall occur with you as soon as practicable. Before the meeting, you may submit a written response to the *Notice of Recommended Discipline* in accordance with Section 9(C)(2), below.

The *Notice of Recommended Discipline* may be given to you in person, or mailed to your last known residential address.

## **2. Written Response.**

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

## **3. Supervisor's Recommendations to the Fire Chief.**

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

## **4. Fire Chief's Decision on Recommendations Final.**

The Fire Chief may conduct such investigation as he/she deems appropriate. The Fire Chief will issue a written decision on the supervisor's recommendations within 10 business days of receiving the recommendations or as soon thereafter as practical. The Fire Chief's decision is the final decision of the District for all purposes. You must not attempt to appeal a disciplinary action directly to the Board under any circumstances. Any attempt to appeal a disciplinary action to the Board may result in your immediate termination.

## **5. Disciplinary Action by the Fire Chief.**

The Fire Chief may, at any time, commence disciplinary action against you. The Fire Chief will provide you with a *Notice of Intended Discipline* that contains the information set forth in Section 10(C)(1), above. You must meet with the Fire Chief to discuss the discipline being considered. You may provide a written response as provided in Section 10(C)(2), above. The Fire Chief may conduct such investigation as he/she deems appropriate. The Fire Chief will issue his/her decision within 10 business days of meeting with you, or as soon thereafter as practicable. The Fire Chief's decision will be the final decision of the District for all purposes.

You must not attempt to appeal a disciplinary action directly to the Board under any circumstances. Any attempt to appeal a disciplinary action to the Board may result in your immediate termination.

**6. Board Discipline of the Fire Chief.**

The Board has the sole discretion with respect to imposing discipline against the Fire Chief. The Fire Chief is not entitled to receive progressive or step-discipline; nor does any discipline imposed by the Board alter the Fire Chief's status as an at-will employee serving at the pleasure of the Board. The Board may place the Fire Chief on administrative leave, with or without pay, in its sole discretion, while the disciplinary action is pending. The Board will, to the extent practicable, in compliance with the Oregon Sunshine Law, and its ability to schedule regular or special meetings, follow the procedures contained in Section 10(C), above. The Fire Chief and the Board will meet to discuss the discipline being considered. The Fire Chief may submit a written response, which must be submitted to the Board members at least 48 hours before the meeting. The Board will issue its final decision on the discipline as soon after the meeting as reasonably practicable.

**D. Termination Due to Job Elimination.**

The Fire Chief may terminate you as a result of the elimination of your position. The Fire Chief will provide you with a written *Notice of Intent to Eliminate Position*, which will state the reason(s) for eliminating the position, and a date and time for you to meet with the Fire Chief to discuss elimination of the position. You may provide a written response at least 12 hours before the meeting to discuss elimination of the position. As soon as practicable after the meeting, the Fire Chief will issue a final decision on elimination of the position.

**E. Termination for Reasons Other Than Discipline or Job Elimination.**

The Fire Chief, on his/her own initiative or upon a supervisor's recommendation, may terminate you for other than discipline or job elimination, where the Fire Chief finds it is in the best interests of the District, its members and/or the citizens and property it serves, including your goals and needs are inconsistent with the District's goals and needs, you are not integrating into the District's work force, operations or administrations, or attitude or behavioral problems that, while perhaps not rising to a level requiring discipline, are not in the best interests of the District, its members and/or the citizens and property it serves. In such circumstances the supervisor (if supervisor recommendations are involved) and the Fire Chief shall follow the procedures set forth in Section 10(C), above.

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## Section 12

### DISPUTE RESOLUTION PROCEDURES

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#### A. Scope.

This Section 11 does not apply to any aspect of any corrective action, disciplinary action or termination of employment/volunteer 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.

#### B. 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 in Section 11(C), below.

#### C. Dispute Resolution Procedures.

After satisfying Section B 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:
  - a. The date of the disputed issue or event, and the date you submitted the written dispute;
  - b. Your name;
  - c. A description of the dispute; how, when and where it arose; the parties involved; and its present status, including a description of the steps you took to resolve the dispute on an informal basis;



- d. All documents or other materials supporting your position; and
- e. The relief sought or a proposal for resolution of the dispute.

3. If the dispute is submitted to the Fire Chief, he/she 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.

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## Section 13

### SAFETY POLICY

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

#### A. Safety Policy Statement

Nothing is of greater concern to the Fire District than the safety of its members and the public. For the member's protection, job-related injuries or illnesses must be reported immediately in accordance with the District's safety and accident policy. All Members are expected to use common sense and good judgment in work habits, to follow safe work practices, and to immediately report any unsafe condition to a supervisor.

For example, members shall:

1. Use the safety equipment that has been provided for use;
2. Not operate any District equipment while on medication or drugs that may alter the member's rationality or ability to perform any task.
3. Operate only the equipment on which they have received training;
4. Warn co-workers and management of unsafe conditions or practices. Accept with appreciation the warning of a co-worker or supervisors as an expression of concern for their own well being;
5. Report dangerous or unsafe conditions observed at work; and
6. Refrain from injurious horseplay at all times.

#### B. Unsafe Conditions

1. Member Responsibility. Every member is responsible for safety as a specific job assignment. To achieve the District goal of providing a safe work place, everyone must be aware of safety at all times. Members shall report immediately any unsafe or hazardous condition directly to a District supervisor, if it cannot be corrected safely and independently. Every effort will be made to remedy safety problems as quickly as possible.

2. **Management Responsibility.** Each supervisor shall frequently review the need for implementing safety practices, policy, or procedures warranted by hazards. Each accident and "near miss" is cause for review. A copy of the Districts Safety policies shall be available to all district members and shall be periodically reviewed by all. The need for periodic safety training shall be arranged, as determined by the district supervisors. The District has established a Safety Committee that meets monthly. This committee reviews District Safety policies, inspects work locations, apparatus, tools and equipment.
3. **Managing Unsafe Conditions.** It is every member's responsibility to observe, identify and report any condition, which could pose a hazard to any member or to the general public.

After identifying a hazardous problem, members are expected to:

- a. Report the identified hazard to a District Supervisor and;
- b. Safely eliminate the hazard, and obtain necessary assistance or;
- c. Safely control the hazard by enclosures or guards or;
- d. Employ avoidance procedures; and
- e. Use personal protective equipment as appropriate.

### **C. Accident Reporting**

Accidents involving the District must be reported in detail as soon after the occurrence as possible. All accident reports shall be submitted to the Fire Chief or the Deputy Chief Immediately.

1. **Vehicular Accidents.** Accidents involving District owned vehicles or personal vehicles being operated on District business must also be reported to a police agency for investigation and a District supervisor immediately. Any accident resulting in personal injuries or death must be reported immediately to the Fire Chief, and the Deputy Chief.
2. **Other Accidents.** Accidents involving damage to any vehicle, equipment, property, or personal injury, must also be reported to the Chief. The Chief will determine the need for further investigation.

### **D. Member Injury Report**

In case of an accident involving personal injury to any member, regardless of how minor, a District supervisor and the Chief shall be notified as soon as possible. Failure to report accidents can result in a violation of conditions of insurance coverage and state laws, leading to difficulties in processing insurance and benefit claims. Injured workers must fill out a

Worker's Compensation Report form and submit it as soon as possible to the Operations Chief. All injuries must be reported in a timely manner to avoid risk of claim denial. The Operations Chief will provide advice and assistance to any person filling out a Workers' Compensation Report.

If an injury results in the death of a member, then the immediate supervisor shall immediately notify the Fire Chief, who in turn, shall immediately notify the State Workers' Compensation Department and the District's insurance carrier. The Chief or his designee will then investigate the incident and process a claim report.

The appropriate entries shall be made in the OSHA 300 Report log.

#### **E. Workers' Compensation Insurance**

**The District carries workers' compensation coverage and will assist members in obtaining all benefits to which they are legally entitled.**

#### **F. 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.

1. 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.
2. Members are required to return to work on the next business day after the member 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 members right to reinstatement or reemployment.
3. 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.
4. All requests to return to work must be acknowledged by the Operations Chief / Deputy Chief.

5. 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.
6. 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.
7. 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.
8. Member may be required to perform an NFPA 1582 assessment, depending on the situation.

**G. Return-to-Work Policy; Non-Job related injury or illness**

1. Must provide medical clearance.

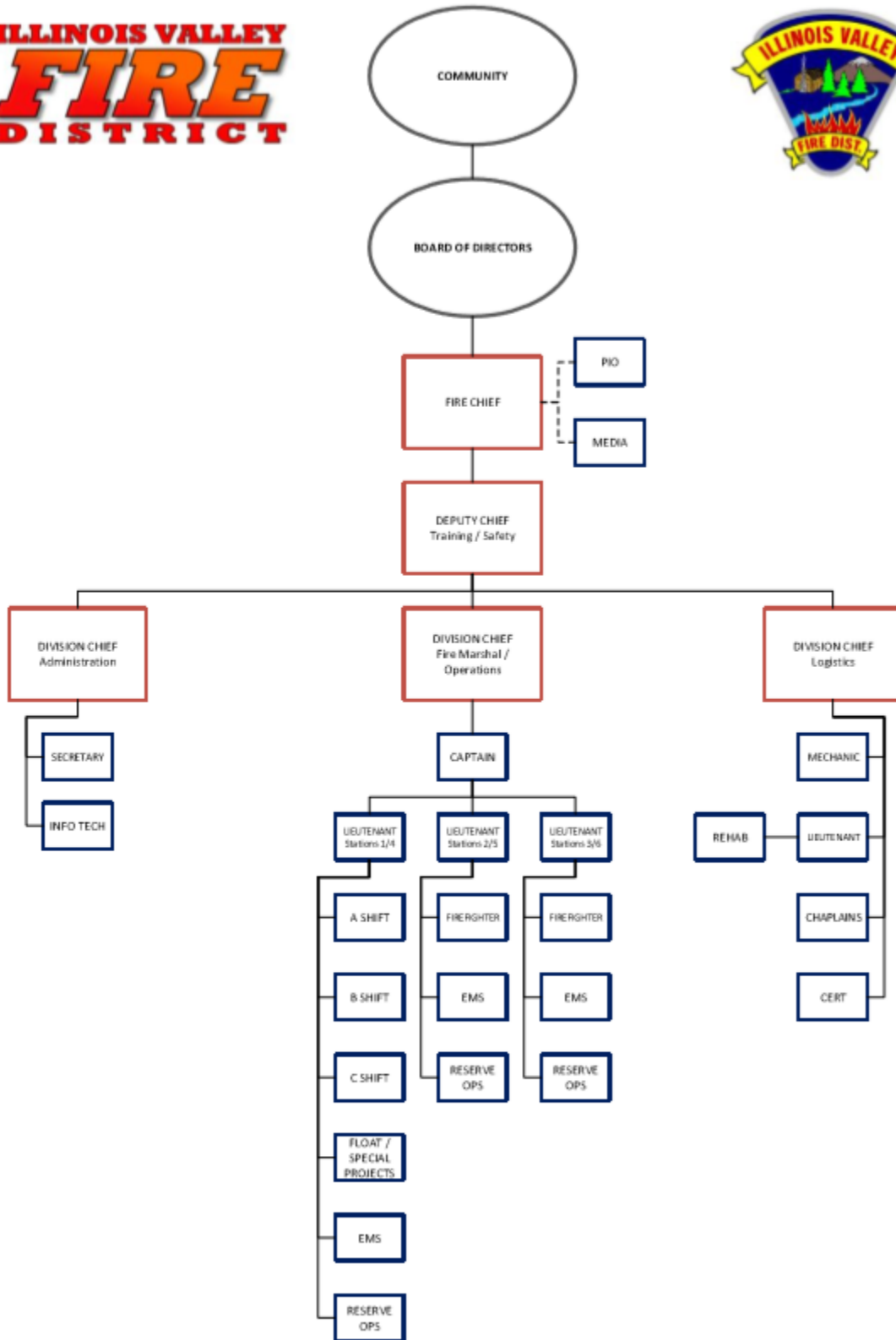
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## **Section 14**

### **MEMBER ACKNOWLEDGMENT**

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



## APPENDIX B

### MEMBER ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge and state that I have been provided with a website for, and have read and understand the Personnel Manual and Standard Operating Guidelines of the Illinois Valley Rural Fire Protection District ("District"), and that the Manuals and any subsequent amendments supersede all prior District rules, policies, procedures and benefits dealing with similar subject matter.

I understand that the District Board of Board Members has the right to change the District rules, policies, procedures and benefits at any time without notice, subject only to applicable law.

I further understand the Member Manuals, as amended from time to time, applies to all District employees and, except where expressly excluded, to all District volunteers and students. I understand the Member Manuals does not constitute an express or implied contract of employment/volunteer service. Notwithstanding any statement to the contrary in the Member Manuals or any other District document or any statements made by any District member, agent or representative, I understand District employees are employed on an "at will basis," and that volunteers and students provide services to the District strictly on a volunteer basis. As a result, I understand that members may terminate their employment with, or volunteer services to, the District without notice at any time. Similarly, the District may terminate a member's employment or the volunteer services at any time with or without cause, subject only to the requirements of applicable law.

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Printed Name

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Signature

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(Date)