

TABLE OF CONTENTS

CHAPTER 8: PERSONNEL POLICY

Policy 8.1 PERSONNEL POLICIES AND PROCEDURES ..... 1

- A. PURPOSE OF PERSONNEL POLICIES ..... 1
- B. DEFINITIONS..... 1
- C. INTRODUCTION ..... 6
- D. PERSONNEL ADMINISTRATION GENERALLY ..... 6
- E. EQUAL EMPLOYMENT OPPORTUNITY ..... 7
- F. HARRASSMENT ..... 7
- G. VIOLENCE IN THE WORKPLACE..... 8
- H. IMMIGRATION AND NATIONALITY PROGRAM ..... 9
- I. PREVENTION of Workplace Discrimination, Harassment and Retaliation ..... 10
- J. NOTICE FOR REQUESTING REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES..... 13

Policy 8.2 EMPLOYMENT POLICIES (Policy Adopted 4/87) ..... 17

- A. JOB ANNOUNCEMENT..... 17
- B. APPLICATIONS ..... 17
- C. ELIGIBILITY ..... 17
- D. RESIDENCE REQUIREMENT ..... 17
- E. SELECTION..... 17
- F. ORIENTATION ..... 18
- G. TRIAL SERVICE PERIOD..... 18
- H. EMPLOYEE STATUS ..... 18
- I. EMPLOYMENT OF RELATIVES ..... 19
- J. PHYSICAL EXAMINATIONS ..... 19
- K. DRIVING RECORD ..... 19
- L. LAYOFFS..... 20
- M. VOLUNTARY RESIGNATIONS..... 20
- N. PERSONNEL RECORDS ..... 20

Policy 8.3 POSITION DESCRIPTIONS ..... 24

Policy 8.4 PAYROLL, SCHEDULING AND OVERTIME PRACTICES..... 25

- A. WORKWEEK AND WORKING HOURS ..... 25
- B. WAGE COMPENSATION ..... 25
- C. MANAGEMENT LEAVE..... 32
- D. JOB SHARING..... 32
- E. CONFLAGRATIONS AND STATE EMERGENCY RESPONSE ..... 32

Policy 8.5 EMPLOYEE TRAVEL AUTHORIZATION AND REIMBURSEMENT  
34

- A. GENERAL EXPECTATIONS ..... 34
- B. DOCUMENTATION OBJECTIVES ..... 34
- C. APPROVAL ..... 34
- D. TRAVEL REQUEST ..... 34
- E. TRAVEL SETTLEMENT ..... 34
- F. GUIDELINES ..... 34

Policy 8.6 TIME OFF ..... 36

- A. VACATION BENEFITS ..... 36

B.	HOLIDAYS .....	37
C.	SICK LEAVE .....	38
D.	FAMILY MEDICAL LEAVE POLICY .....	39
E.	JURY DUTY .....	41
F.	MILITARY LEAVE .....	41
G.	UNPAID PERSONAL LEAVE OF ABSENCE .....	41
H.	UNPAID LEAVE TO PERFORM VOLUNTEER FIREFIGHTER DUTIES .....	42
I.	CONFERENCES AND CONVENTIONS .....	42
J.	FRINGE BENEFITS .....	42
K.	FUNERAL LEAVE .....	44
Policy 8.7	SAFETY AND ACCIDENTS .....	45
A.	SAFETY POLICY STATEMENT .....	45
B.	UNSAFE CONDITIONS .....	46
C.	EMPLOYEE INJURY REPORT .....	46
D.	WORKERS' COMPENSATION INSURANCE .....	46
E.	RETURN-TO-WORK POLICY .....	47
Policy 8.8	WHAT THE DISTRICT EXPECTS FROM YOU .....	49
A.	TEAMWORK AND EXCELLENCE .....	49
B.	PUBLIC RELATIONS .....	49
C.	ETHICS POLICY .....	49
D.	POLITICAL ACTIVITIES OF DISTRICT EMPLOYEES .....	51
E.	COST CONSCIOUSNESS .....	51
F.	ATTENDANCE AND PUNCTUALITY .....	51
G.	PERSONAL APPEARANCE .....	52
H.	LEGAL LIABILITY .....	52
I.	APPEARANCE OF WORK AREAS .....	52
J.	PERSONAL TELEPHONES AND CALLS .....	52
K.	PERSONAL ELECTRONIC DEVICES .....	53
L.	TOBACCO USE .....	54
M.	OUTSIDE EMPLOYMENT .....	55
N.	DRUGS AND ALCOHOL .....	55
Policy 8.9	PERFORMANCE EVALUATION .....	64
A.	EMPLOYEE PERFORMANCE REVIEWS .....	64
B.	THE EVALUATION PROCESS .....	65
C.	PREPARING FOR AND CONDUCTING THE PERFORMANCE REVIEW .....	67
Policy 8.10	FAIR TREATMENT POLICY .....	70
A.	GENERAL POLICY .....	70
B.	DEFINITION OF NON-DISCIPLINARY APPEAL .....	70
C.	NON-DISCIPLINARY APPEAL PROCEDURE .....	70
D.	HEARING OF APPEAL .....	70
Policy 8.11	DISCIPLINE .....	72
A.	DISCIPLINE GENERALLY .....	72
B.	APPEAL OF DISCIPLINARY ACTION .....	73
Policy 8.12	EMPLOYEE ASSISTANCE PROGRAM .....	74
A.	PURPOSE .....	74
B.	POLICY .....	74
Policy 8.13	SUGGESTIONS, INCENTIVES AND EDUCATION PLANS .....	76
A.	SUGGESTION POLICY .....	76
B.	RECOGNITION .....	76

C.	IN-SERVICE TRAINING .....	76
D.	EDUCATIONAL OPPORTUNITIES .....	76
Policy 8.14	COPYRIGHTS AND PATENTS .....	78
Policy 8.15	SELECTION AND DUTIES OF THE LEGAL COUNSEL .....	79
Policy 8.16	CIVIC INVOLVEMENT.....	80
	CERTIFICATE OF RECEIPT OF POLICY .....	81

## POLICY 8.1 PERSONNEL POLICIES AND PROCEDURES

### A. PURPOSE OF PERSONNEL POLICIES

These policies provide rules and regulations for all employees of the STAYTON FIRE DISTRICT (which is referred to as "the District" throughout these policies) relative to matters of personnel administration, except that the Fire Chief serves at the pleasure of the Board of Directors and is the Board of Directors' representative in relation to application and administration of these policies to all other District employees. These rules and regulations are intended to set a general framework for effective personnel administration. In all cases, these policies should be construed with this in mind and should be understood as guiding the Fire Chief and not limiting in any way the prerogatives of the Board in its relationship with the Fire Chief.

### B. DEFINITIONS

As used in this Manual, the following terms will have the meanings indicated:

Advancement: A salary increase within the limits of a pay range established for a position.

Anniversary Date: The yearly return of the first day of employment with the District for insurance purposes and calculation of vacation and sick leave. The anniversary date for employees hired on the first day of the month will be that date and for employees hired after the first day of the month, the anniversary date will be the first day of the following month.

Appeal: A request to a supervisor, Fire Chief or Board of Directors for consideration of and a decision or ruling on a problem or situation affecting the employee, including an alleged violation of the employee's rights, for the purpose of attempting to gain an adjustment of the management decision or ease the employee's dissatisfaction.

Appointing Power: The Fire Chief to whom authority is delegated to make the appointment to fill a vacant position.

Appointment: The hiring of a person to fill a vacant position.

Assessment Center: A structured interview and testing process designed to evaluate an individual's skills and qualifications for a position.

At-Will Employee: An employee who serves at the pleasure of the District, who has no property rights in employment, no expectation or promise of the duration of employment with the District, and who may be dismissed without cause or hearing.

Calendar Year: The twelve (12) month period beginning January 1st and ending December 31st.

Central Personnel File: A file maintained in the District Office, which contains complete personnel records of all District employees.

C.O.B.R.A.: Consolidated Omnibus Budget Reconciliation Act: Federal plan that permits an employee and/or his/her family members to continue medical insurance benefits, under certain circumstances.

Compensatory Time Off (Comp Time): Time off work to compensate the employee for overtime worked.

Continuous Service: Uninterrupted employment with the District, less time off for leaves of absence without pay. Reasonable absences due to military service or expended leaves approved by the Fire Chief or Board of Directors do not constitute a break in continuous employment.

Demotion: Transfer of an employee from one position to another position which has a lower maximum salary.

Department: A major functional unit of the District.

Dependent: Child/step child/foster/child under the age of 19, or 23 if full time student living with a parent

District Administrator: Any reference to District Administrator in this manual is to automatically mean Fire Chief.

Disciplinary Action: Imposition of certain personnel actions (i.e. suspension, demotion or dismissal).

Dismissal: Termination of employment with the District for cause or termination of an at-will employee.

Division Chief: A person in charge of a department of the District who is directly responsible to the Fire Chief.

Duty Day: A day or shift when an employee is scheduled to be available for work.

Examination: A test for the purpose of evaluating an applicant for an employment vacancy, promotion or for advancement or maintenance of position.

Fire Chief: The Fire Chief of the District who is directly responsible to the Board of Directors for the proper administration of all affairs of the District.

Fiscal Year: Twelve (12) month period starting July 1st and ending June 30th.

Flex scheduling: Scheduled time off for Full-time employees to maintain 40-hour workweeks. All flex time is taken in the week in which it occurred and is calculated hour for hour.

F.L.S.A.: Federal Labor Standards Act.

Employee: In this manual, the term employee refers to all Part Time, Shift, and Full-Time personnel of the district.

Full-Time Employee: An employee who works the normal number of working hours for the position assigned, to be not less than 40 hours per week.

Gender: The masculine gender includes the feminine and the feminine gender includes the masculine.

Hourly Rate: The rate of compensation for each hour of work performed. It is determined by dividing the annual regular monthly salary by the regular number of hours worked each month.

Human Resource Personnel: The positions of Administrative Assistant and Information Management Systems Manager.

Immediate Family: The spouse, son, daughter, stepchild, father, mother, brother, sister, father-in-law, mother-in-law, grandparent and grandchild of the employee. In addition, any other relative living in the employee's household will be considered a member of the immediate family.

Job Right: A right to any job or benefit of employment established in the Stayton Fire District Policy Manual.

Layoff: A temporary or permanent separation from employment because of organizational changes, lack of funds, or other reasons not reflecting discredit upon an employee.

Leave of Absence: Time off from work for reasons within the scope and purpose of these rules and regulations upon prior approval of the employee's supervisor, department head or the Fire Chief.

Military Leave: Leave of absence for an employee in active military training or active military duty.

Month: One calendar month.

Nepotism: Showing favoritism by giving an appointive position or task on the basis of a family relation. Relatives under this definition are described by Oregon Statute as wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent or stepchild. *ORS 659.340(d)(b)*

Non-Occupational Disability: Disability from an accident or sickness suffered or contracted by the employee which cannot be attributed to the performance of assigned duties.

Occupational Disability: Disability from an accident or sickness suffered or contracted as a result of the performance of assigned duties.

Overtime: Overtime will be considered as time worked in excess of the regularly scheduled work day, work week or work period unless an employee is exempted from overtime because of the executive, administrative, supervisory or professional nature of his/her employment.

Parent: An employee with parental rights and duties as defined by law who is responsible for the care and nurture of a child, and includes the adoptive mother or the adoptive father of a newly adopted child under six (6) years of age. The term “parent” does not include:

- a. An employee who has contracted to carry a child to term and to renounce parental rights at the birth of the child;
- b. An employee who has worked for the District for fewer than ninety (90) days prior to the first day of the requested parental leave

Part-Time Employee: An employee who is employed regularly for less than forty (40) hours per week and who normally follows a predetermined, fixed pattern of working hours.

Personnel Action: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, disciplinary action, dismissal, or other action affecting the status of employment.

Plurality: The singular will include the plural and the plural will include the singular.

Promotion: The change of position for an employee from one position to another position that has a higher maximum salary.

Reprimand: A written statement from a supervisor to an employee which identifies violations of work rules or repeated deficiencies of performance or failures to improve, intended by the supervisor to be an admonishment and to be disciplinary rather than corrective in nature.

S.F.D.: Stayton Fire District.

Seniority: The length of continuous service to the District since an employee’s last date of hire.

Split Shift: The division of a workday into two or more nonconsecutive time periods. (Example: work hours assigned 8:00 a.m. to noon; 4:00 p.m. to 8:00 p.m.)

Supervisor: Any person who is responsible to a higher divisional or departmental level of authority and who directs the work of others.

Shift Employee – An employee who works a shift schedule on a continuing basis.

Shift Schedule: The shift schedule for Stayton Fire District's Shift Employees will be 48 hours on duty and 96 hours off duty.

Shift Trading & Trading of Days Off: Shift trading and trading of days off between shift employees shall be permitted so long as:

1. The affected supervisors are given 24-hours advance notice. Notice of a lesser time will be permitted when approved by the supervisor. Such approval shall not unreasonably be withheld
2. No employee shall be on shift for longer than a 72-hour period, except for during major emergencies.
3. Employees must possess equivalent certification and job skills.
4. Trades shall be the responsibility of the involved employees.
5. Trading of shifts will not constitute or create overtime.

Suspension: Temporary separation of an employee from District service, with or without pay, for disciplinary purposes or purposes of an investigation which may lead to disciplinary action.

Temporary Employee: An employee who has been appointed for a job of limited duration arising out of special projects, abnormal workloads or emergencies.

Transfer: A change of an employee from one position to another within the District service.

Trial Service Period: A working test and training period during which an employee is required to demonstrate his or her fitness for the duties to which he or she is appointed by actual performance of the duties of the position.

Uniformed Personnel: Any reference to personnel regularly issued uniforms to display a position assigned in the District operation.

Volunteer: A firefighter or support person whose position does not receive salary or hourly compensation as gainful employment.

Warning: An oral statement which outlines violations or work rules or deficiencies in the employee's job performance for which a memorandum may be placed in the employee's personnel file.

Work Day – Full-time Employee: The regularly scheduled work day is eight (8) hours for employees working a five-day workweek and ten (10) hours per day for employees working a four-day workweek.



Work Period – Full-time Employee: The work period is defined as a maximum of forty (40) non-overtime hours in a seven (7) day period.

Work Week – Full-time Employee: The regularly scheduled workweek is forty (40) hours (Example: five 8-hour or four 10-hour shifts) and begins on Sunday at 12:01 a.m.

Work Period– Shift Employee: The Stayton Fire District has established a 24-day /182-hour work period for the purpose of overtime under the FLSA 29 Code §207k for Shift Employees.

## C. INTRODUCTION

This manual contains statements of personnel policies and procedures. It is designed to inform everyone of the working guidelines for supervisory and staff personnel in the day-to-day administration of the District to provide employees an understanding of what is expected of them, and to ensure consistent, fair and uniform treatment of District employees.

The District reserves the right to change these policies and procedures at any time. These policies and procedures do not and are not intended to confer any property right in continued employment, to constitute an express or implied contract, or to give rise to a binding past practice under any collective bargaining agreement.

Employees and the District reserve the right to end the employment relationship, with or without cause, at any time. Further, except as might be approved in writing by the Fire Chief, no employee or representative of the District has the authority to enter into an agreement for employment for any specified period of time, or to make any agreement contrary to Board-approved policies.

Each employee can assist in keeping the District personnel program up to date by notifying the Fire Chief whenever problems are encountered or improvements can be made. When the need for a new or revised policy presents itself, a recommendation should be submitted to the Fire Chief for consideration.

The Fire Chief may vary or modify any District personnel policy, on a case-by-case basis, if it is found that strict application of the policy is impractical or if it would result in hardship. Exceptions granted in any instance will not be binding in the future.

## D. PERSONNEL ADMINISTRATION GENERALLY

The Board of Directors and Fire Chief shall have authority over all matters of personnel administration through adoption and implementation of the District budget, pay plans, collective bargaining agreements, and ordinances and resolutions adopting and/or amending the personnel rules and regulations.

The Fire Chief is charged with responsibility for the interpretation and application of the policies.

The Fire Chief may specifically delegate in writing the authority for the enforcement of rules and policies.

The Fire Chief shall be responsible for insuring the effective implementation of these rules and regulations and may further establish, amend, or otherwise modify administrative rules and regulations pursuant to Board policies and shall advise the Board of any changes concerning these rules and regulations. The Board delegates to the Fire Chief broad discretion in all aspects of personnel and labor relations, subject to the advice and concurrence of the Board.

Labor negotiations (including the settlement of any grievance after that grievance has been denied by the Board or a committee thereof) must, and in every instance shall, be approved by the Board of Directors before the District may be bound.

E. EQUAL EMPLOYMENT OPPORTUNITY

The District is an Equal Opportunity Employer. We believe every employee has the right to work in an environment free from all forms of unlawful discrimination. It is the policy of the District that employment decisions for all applicants and employees will be made without regard to race, color, religion, sex, age, national origin, marital status, veteran status, disability or other characteristics protected under state or federal law. No employee will be retaliated against for raising concerns under this policy. We seek each employee's cooperation and assistance in helping us maintain equal employment opportunity

F. HARRASSMENT

All employees are expected and required to treat co-workers, supervisors and managers in a courteous and respectful manner.

Harassment of any kind is prohibited. This specifically includes sexual harassment and other harassment based upon characteristics protected under state and federal discrimination regulations.

**Sexual Harassment:** Unwelcome sexual advances, requests for sexual favors or sexual suggestive conduct or statements are sexual harassment when:

1. Submission to the advance is either an explicit or implicit term or condition of employment;
2. Submission to or rejection of the advance affects the basis of employment decisions for the employee; or
3. Such conduct or statements have the purpose or effect of interfering with the employee's work performance or create an intimidating, hostile or offensive working environment.

Examples of harassment, which may violate this policy, also include:

1. Verbal harassment such as epithets, derogatory comments or slurs, demeaning or sexually explicit jokes;

2. Physical harassment such as assault, impeding or blocking movement, unauthorized touching or any physical interference with normal work or movement when directed at any individual;
3. Visual forms of harassment such as derogatory, offensive or sexually suggestive posters, cartoons, pictures or drawings displayed in the workplace; and,
4. Behavioral forms of harassment such as suggestive facial expressions or noises, leering or obscene gestures.

Retaliation against employees for complaints regarding behaviors described above or other conduct addressed by this policy will not be tolerated.

These forms of misconduct undermine morale and the integrity of the employment relationship, and interfere with productivity. Employees found to be harassing other employees will be immediately and appropriately disciplined, up to and including immediate discharge.

If you feel you have been the victim of harassment by customers, co-workers, or supervisors, or, if you observe conduct which may be harassment prohibited by this policy, please contact your supervisor or any manager immediately. Confidential investigations will be conducted promptly. Appropriate corrective actions will be taken upon completion of our investigation. If you are uncomfortable speaking to your immediate supervisor, please feel free to bring your concerns to any manager.

The District will not tolerate harassment.

#### G. VIOLENCE IN THE WORKPLACE

The District is committed to providing a workplace free of harassment, intimidation, threats or acts of violence. Each member of the District, as well as visitors to the District, is entitled to come to work or visit without fear of being subject to, or targeted by, such actions. It is the responsibility of all members and all visitors to maintain a safe and comfortable work environment.

The District has a zero-tolerance policy towards such acts. Such prohibited acts include, but are not limited to, verbal or physical harassment, verbal or physical threats, any menacing behavior, any actual aggressive or angry touching of another person, verbal confrontations, name calling or profanity directed against any person or persons, explosions of anger, and any others actions that cause others to feel unsafe, harassed, or threatened.

Examples of behavior that will not be tolerated include, but are not limited to, continually making fun of another person; angry outburst or threats to others which cause them to feel unsafe or intimidated; members “ganging up” to ridicule or tease another who does not “fit in” with the rest of the group; members refusing to train, work with, help or cooperate with another person when necessary; off the job harassment, threats, unwelcome advances or stalking of others which cause workplace consequences; and other conduct which causes a tense and stressful workplace.

For the purpose of this policy, violent behavior is defined as:

The actual or implied threat of harm to any individual, group of individuals, or associates of those individuals

Loud, angry, or disruptive behavior (“temper tantrums”). Such outbursts are clearly not an acceptable part of the Fire District’s work environment.

Negligent or intentional disregard for the physical safety or well-being of others.

Willful destruction of District or others personal property.

Commission of any violent crime on the Fire District’s property.

Any other conduct that a reasonable person would perceive as constituting actual or threatened violence.

Anyone engaging in any acts of harassment, threats, intimidation, or violence against another person will be subject to discipline, up to and including immediate termination.

This policy is not intended to take away members or visitors’ freedom of speech or to keep members ever from engaging in light-hearted banter in the workplace. However, there is a clear line between lighthearted kidding and banter, and subjecting another to ridicule, threats or other intimidating action, which makes for a hostile or violent workplace. It takes only a little common sense to realize, if another person would be uncomfortable in the same situation, the line has been crossed and the member’s behavior is inappropriate. Each member should respect the other person’s feelings, as they would expect their own feelings to be respected.

Any person who is subject to, witnesses, or has knowledge of actions that could be perceived as harassment, threats, intimidation, or violence, or has reason to believe that such action has or may occur, is encouraged and requested to report them immediately to an officer of the District. Members shall be able to raise concerns and make reports without fear of reprisal or prejudice. Such communications will be kept confidential to the full extent possible under the prevailing circumstances.

## H. IMMIGRATION AND NATIONALITY PROGRAM

1. Policy Statement. The District recognizes that it has a responsibility to comply with the provisions of the Immigration Reform and Control Act of 1986 by employing only citizens of the United States of America and lawfully authorized alien workers. The District further recognizes that it is an unfair immigration-related employment practice to discriminate against an individual, other than an unauthorized alien, based on national origin or citizenship status.

The District's policy is to provide equal opportunity to all persons in matters affecting employment with the District, including full compliance with the Immigration Reform

and Control Act of 1986. The District shall not discriminate against any individual, other than an unauthorized alien, based on national origin or citizen status.

2. Procedure. In order to assure compliance with the Immigration and Nationality Act, the District will:

Consider every job applicant on his or her merits;

Verify employability and identity in a lawful and consistent way using an I-9 Form; and

Maintain complete and accurate documentation of all decisions.

3. Appeal Procedure. Special Counsel for Unfair Immigration-Related Employment Practices has been established within the Department of Justice. Regional Offices of the Immigration and Naturalization Service handle the investigation and prosecution of cases. Individuals wishing to file a complaint may contact the Immigration and Naturalization Service, between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday

## I. PREVENTION OF WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION

Stayton Fire District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Stayton Fire District expects that all relationships among persons will be respectful and professional, free of bias, prejudice and harassment in the workplace, at work related events, or any activity coordinated by or through the organization. This policy applies to all employees, elected officials, board or commission members, volunteers, interns and any other persons we interact with in the course of accomplishing the work of the organization.

Stayton Fire District has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination and retaliation. Stayton Fire District will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of these policies will be investigated and resolved appropriately.

Discrimination, harassment and retaliation are not acceptable.

Any employee who has questions or concerns about these policies should talk with the Fire Chief; as an alternative you may reach the Assistant Fire Chief.

### **EQUAL EMPLOYMENT OPPORTUNITY**

It is our policy to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

## **RETALIATION**

We encourage reporting of all perceived incidents of discrimination or harassment. It is the policy of Stayton Fire District to promptly and thoroughly investigate such reports. We prohibit retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

## **SEXUAL HARASSMENT**

Sexual harassment constitutes discrimination and is illegal under federal and state laws. For the purposes of this policy, “sexual harassment” is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual’s body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Oregon Law provides further protection from sexual assault defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

## **HARASSMENT**

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual’s work performance, or c) otherwise adversely affects an individual’s employment opportunities.

Harassing conduct includes labels, insults or negative stereotyping; threatening, intimidating or hostile acts; demeaning jokes; and written or graphic material that belittles or shows hostility or dislike toward an individual or group that is placed on walls or elsewhere on the employer’s

premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

### **REPORTING AN INCIDENT OF HARASSMENT, DISCRIMINATION OR RETALIATION**

Stayton Fire District encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with the Fire Chief or Assistant Fire Chief. See the complaint procedure described below.

In addition, we encourage individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and to request that it stop. Often this action alone will resolve the problem. We recognize, however, that an individual may prefer to pursue the matter through complaint procedures.

Following receipt of a complaint or concern, management will follow-up every three months for one year to ensure no further concerns or retaliation are experienced. Employees should not wait for the management follow-up to share related experiences. If an employee would like the follow-up to discontinue the follow-up process, a request must be submitted in writing to the Fire Chief.

### **INTERNAL COMPLAINT PROCEDURE**

Individuals who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with the Fire Chief. If you are unable to reach the primary contact, please reach out to the Assistant Fire Chief. We encourage employees to document the event(s), associated date(s), and potential witnesses.

Stayton Fire District encourages the prompt reporting of complaints or concerns so that quick and helpful action can be taken before relationships become irreparably broken. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. However, complaints and concerns may be brought forward within four years of the alleged violation. We encourage employees to document the events, associated dates, and potential witnesses.

Any reported allegations of harassment, discrimination or retaliation will be investigated quickly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the event(s) or may have other relevant knowledge.

Stayton Fire District will maintain confidentiality throughout the investigatory process to the extent possible with acceptable investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling or corrective action such as [potential options: warning, reprimand, withholding of a promotion or

pay increase, reassignment, temporary suspension without pay, or termination] as Stayton Fire District believes appropriate under the circumstances.

False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

### **EXTERNAL COMPLAINT PROCEDURES**

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

- Oregon Bureau of Labor and Industries at the following web address:  
[https://www.oregon.gov/boli/CRD/Pages/C\\_Crcompl.aspx](https://www.oregon.gov/boli/CRD/Pages/C_Crcompl.aspx)
- Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.

### **EMPLOYMENT AGREEMENTS**

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

### **ADDITIONAL EMPLOYEE SUPPORT SERVICES**

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

- Legal Resources
- Counseling and Support Services and/or Employee Assistance Services

### **J. NOTICE FOR REQUESTING REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES**

Stayton fire District is committed to providing individuals with disabilities an *equal opportunity* to participate in and benefit from Stayton Fire District meeting, programs, activities and service.

Individuals may request *reasonable accommodations* from Stayton Fire District that they believe will enable them to have such equal opportunity to participate in our meetings, programs, activities and services.



To request reasonable accommodations, contact Stayton Fire District's administrative office located at 1988 West Ida St. in Stayton Oregon 97383. You may also contact us by phone at 503-769-2601, email at [staytonfire.org](http://staytonfire.org), fax at 503-769-1487, or by TTY phone line.

### **FREQUENTLY ASKED QUESTIONS (FAQ)**

The following FAQ provide information on requesting reasonable accommodations from Stayton Fire District to have equal opportunity to participate in meetings, programs, activities and services.

#### **1. What is a reasonable accommodation in Stayton Fire District's program?**

A reasonable accommodation is a change or modification to afford a qualified individual with a disability full enjoyment of Stayton Fire District's meetings, programs, activities and services, unless modifications of policies, practices, or procedures would fundamentally alter the nature of the meeting, program, activity or service, or result in undue financial and administrative burdens to Stayton Fire District.

#### **2. How do I request a reasonable accommodation?**

If you need a reasonable accommodation, please contact Stayton Fire District's administrative office located at 1988 West Ida St. in Stayton Oregon 97383. You may also contact us by phone at 503-769-2601, email at [staytonfire.org](http://staytonfire.org), fax at 503-769-1487, or by TTY phone line.

#### **3. Does my request for a reasonable accommodation need to be in writing?**

No, you do not need to put your request in writing, however, making a written request can be helpful documentation for ensuring Stayton Fire District provides the desired accommodations. In addition, you do not need to use the specific words "reasonable accommodations" when making your request.

#### **4. When should I request a reasonable accommodation?**

You may request a reasonable accommodation from Stayton Fire District at any time. However, making the request in advance of a meeting, conference call, or a visit will help ensure that Stayton Fire District is able to fulfill the request for an accommodation. For certain requests, such as requests for sign language interpretation, Stayton Fire District requests at least two week's advanced notice.

#### **5. May someone request a reasonable accommodation on my behalf?**

Yes, anyone can request a reasonable accommodation on behalf of an individual with a disability who seeks to interact with Stayton Fire District staff or participate in its meetings, programs, activities, or services.

#### **6. What will Stayton Fire District do upon receiving my request for a reasonable accommodation?**

Stayton Fire District will contact you to obtain more information about your request and to better understand your needs. In addition, Station Fire District may review your request to determine:

- Whether the requested accommodation will be effective in allowing you to participate in the meeting, program, activity, or service in which you are seeking participation;
- Whether the requested accommodation is reasonable, or an equally effective alternative to the requested accommodation is available; and
- Whether providing you with the requested accommodation would fundamentally alter the nature of Stayton Fire District's meeting, program, activity or service, or impose undue financial or administrative burdens on Stayton Fire District.

In addition, in some cases, Stayton Fire District may consult with you in an interactive process to determine, on a case-by-case basis, what accommodations can be made.

If Stayton Fire District determines that your requested accommodations would fundamentally alter the nature of the meeting, program, activity, or service, or impose an undue financial or administrative burden, Stayton Fire District may deny your request. However, in the unlikely event that this occurs, Stayton Fire District will work with you to identify an alternative accommodation that allows you to effectively participate in Stayton Fire District's meetings, programs, activities, or services.

**7. May Stayton Fire District request medical documentation from you after receiving your request for a reasonable accommodation?**

No, Stayton Fire District may not request medical documentation after receiving your request for a reasonable accommodation. Stayton Fire District's questions will be limited to understanding the barrier to your ability to participate in the meeting, program, activity or service in which you are interested and the nature of an accommodation that will remove this barrier.

**8. May Stayton Fire District charge you the cost of providing the reasonable accommodation?**

No, you are not responsible for the cost of an auxiliary aid or service Stayton Fire District provides for you.

**9. What are some examples of reasonable accommodations?**

There are many types of reasonable accommodations. Some examples of how Stayton Fire District provides reasonable accommodations include, but are not limited to:

- Arranging for qualified sign language interpreters
- Provide on-site captioning
- Providing alternate formats of printed materials in braille, large print, or in an electronic format
- Provide remote conference captioning service

- Furnishing a temporary ramp to access the dais or other areas with one or more stairs to ensure accessibility for individuals who have physical disabilities and may be using a wheelchair or walker.

In addition, Stayton Fire District will provide reference to accessing its policy on requesting Reasonable Accommodations to its monthly Board Agenda, post it at the entrance of our main administrative office, and on our website.

## POLICY 8.2 EMPLOYMENT POLICIES (POLICY ADOPTED 4/87)

### A. JOB ANNOUNCEMENT

A job announcement will be made for any vacant position within the District and shall be initiated upon the request of the department head to the Fire Chief. The announcement shall specify title and salary range of the position, the nature of the duties performed, qualification requirements, the time and place to apply, and may include the selection process to be used. Job announcements shall be posted on appropriate bulletin boards, and may be published in District publications and appropriate newspapers or newsletters.

### B. APPLICATIONS

Appointment to positions is through an open competitive process and will be based on merit and qualification. Promotional appointments may be made exclusively from employees if it is determined that a sufficient number of employees are interested and qualified to compete through an internal selection process.

Applications shall be available in the Administrative Assistant's office. Applications will be accepted only for advertised openings. Applicants will complete the application form and any supplemental materials required by the District for positions within the time period specified in the job announcement.

Applicants for employment shall furnish complete information requested as to education, special training, experience and skills, as well as a chronological schedule of employment, references, and other pertinent information. The Fire Chief makes all appointments to positions authorized by the Board.

### C. ELIGIBILITY

At the time of application all applicants must meet the minimum qualifications for the position or demonstrate a reasonable assurance of meeting the minimum qualifications by the time of appointment.

### D. RESIDENCE REQUIREMENT

Residency will not be a general condition of employment with the District. Employees are encouraged to live within the District; however, the District may require any employee to reside within four (4) driving miles of the principal place of employment if the employee's job responsibilities include duties which are to be performed outside of the regular workday on an emergency basis. The positions requiring District residency will be specified at the time the job vacancies are announced.

### E. SELECTION

Selection criteria and procedures will be based solely on job-related knowledge, skills, abilities, experience, education, training, and, when appropriate, prior demonstrated performance, aptitude, and character. The department head and the Fire Chief shall design

selection criteria based on the classification specifications and job requirements. Based on the results of the selection process, applicants will be selected by the department head for an employment interview.

F. ORIENTATION

Upon appointment, the immediate supervisor and the Fire Chief are responsible for orientation of new employees. Orientation may include organization and services of the District, work rules, personnel policies and procedures, safety training, completion of payroll forms, and introduction to other District personnel.

G. TRIAL SERVICE PERIOD

New and rehired employees serve a trial service period of six (6) months commencing with their first day of employment. Upon promotion, the trial service period is six (6) months unless otherwise specified in the position or at the time of the promotion opportunity.

The trial service period is part of the selection process used to confirm the initial employment decision and to dismiss those whose performance is not satisfactory. During this evaluation period, the employee and the District have an opportunity to determine whether further employment with the District is appropriate.

The District may extend the duration of the trial service period up to six (6) months if it's determined that such an extension is appropriate. An employee who successfully completes the trial service period will be notified in writing that he or she has become a regular full-time or a regular part-time employee of the District.

H. EMPLOYEE STATUS

1. Full-Time Employees. An employee who regularly works a minimum of forty (40) hours a week on a continuing basis, and who has completed the trial service period, is considered a regular full-time employee. These employees are generally eligible for all District provided benefits.

2. Part-Time Employees. An employee who regularly works less than forty (40) hours a week is considered a part-time employee. The District will provide the following benefits to part-time employees:

- a. Employer portion of FICA contributions
- b. Workers' Compensation Insurance

3. Temporary Employees. Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal workloads or emergencies. Temporary employees are covered by the District with the following benefits:

- a. Employer portion of FICA contributions
- b. Workers' Compensation Insurance

4. Volunteers. Volunteers receive only those benefits expressly conferred in writing or by law. Volunteers must abide by all applicable rules, policies and practices of the District and are held to the same standard of performance as applies to regular employees. The benefits related to a Volunteer's association with the District (or through a Volunteer association) are set forth in Policy 12. Volunteers serve at the pleasure of the District and the Volunteer and either may end the Volunteer arrangement at any time.

5. Inactive Status. An employee who is on an unpaid leave of absence for thirty (30) days or more is considered to have an inactive status. Inactive employees are covered by these personnel policies, but are generally ineligible for employer-paid benefits.

6. Shift Employees: An employee who works a shift schedule on a continuing basis, and has completed the trial service period. These employees are generally eligible for all District provided benefits.

#### I. EMPLOYMENT OF RELATIVES

We do not discriminate on the basis of family status unless employment would create a direct supervisory-subordinate relationship. (*ORS 659.340*). Current employees who marry are permitted to continue work only if they do not work in a direct supervisory relationship with one another. Employees are allowed to accept a demotion to an available and suitable position to avoid direct supervision by a relative. If this cannot be accomplished, the least senior employee may be terminated. Member of an individual's family means the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent or stepchild of the individual.

#### J. 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 will be provided by the District at District expense. Any information gathered will be treated as a confidential medical record.

In order to insure continued qualification for employment, the District may request its employees to submit to a medical examination when the request is job related and consistent with business necessity, at the District's expense.

#### K. DRIVING RECORD

Employees who may be required to drive must possess a valid Oregon driver's license and must comply with any operator's license restriction. All employees who may be required to drive on District business may at any time have their driving record checked by the District. If the record indicates violations, the employee may be subject to appropriate warnings or disciplinary action. As a condition of continued employment each employee

who operates District vehicles must maintain a personal driving record which is within risk criteria, if any, established by the District's insurer.

Job applicants' driving records are checked prior to being hired as a condition of employment.

Employees who may be required to drive are to notify the Fire Chief of any change in license status, and all traffic violations in a timely manner. Failure to report a traffic violation or change in license status to the Fire Chief 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 improvement. This section is applicable to qualified individuals with disabilities only when driving is an essential function of their job.

#### L. LAYOFFS

Should a reduction in the District work force become necessary, the following procedures will generally 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 will be, we will consider the following factors:

- Temporary and on-call employees;
- Employees in trial service period;
- Part-time employees; and
- Regular employees, according to knowledge, skills, and abilities as determined by the District.

In lieu of layoff the District may reduce the hours of work of District personnel. The District will make available medical and dental insurance as required by COBRA.

#### M. VOLUNTARY RESIGNATIONS

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

#### N. PERSONNEL RECORDS

(The term "employee" in this section refers to paid employees and volunteers.)

1. Maintenance of Files. Official personnel records of employees shall be maintained by District Human Resource personnel. The District will request and retain only that information required for operational and legal purposes. Information will be accurate, timely and have a clearly defined purpose. If there is a change of name, address, telephone number, marital status, or number of dependents, Human Resource personnel should be notified.

No material of a negative or derogatory nature shall be placed in an employee's file unless the employee has had an opportunity to review the material, which shall be noted on the documents.

Employees may be allowed to include in their personnel file any material deemed relevant to job qualifications or performance, in the judgment of the District. Employees may inspect and review their personnel files, excluding confidential reports from previous employers.

Employees may protest or comment in writing upon any materials placed in their personnel file. Such protest and/or comments shall be placed in the personnel file.

2. Removal. Documents shall not be removed from a personnel file, except pursuant to a determination by the Fire Chief that each particular document is not accurate, or is no longer relevant or timely to any personnel or performance matter. Any document which is removed shall be maintained in a separate file containing all such documents, not indexed under the name of any employee.
3. Medical Records. Documents containing medical information shall be kept in a separate, confidential file that is not part of the employee's personnel file. An employee's confidential medical file can only be viewed by the employee and the Human Resource person that files the information except as stated in item 9 of this section. While these records shall be treated as confidential, supervisors and managers may be informed regarding necessary work restrictions and necessary accommodations. First aid and safety personnel may be informed, when appropriate, of an employee's disability if the disability might require emergency treatment, and government officials investigating compliance with discrimination laws shall be provided relevant information on request.
7. Workers Comp. Files. Files documenting Workers Compensation claims, occupational injury reports and related information shall be kept in a separate, confidential file that is not part of the employee's personnel file.
8. Training Records: As appropriate, copies of employees training records and certifications may be maintained and kept on-file with the Training Division.
9. Payroll Files: The Administrative Assistant shall maintain all payroll records for District employees.
10. Personnel Files: Non-sensitive documentation and material related to employee's tenure with the District.
8. Other Confidential Files: Confidential records other than medical and worker s compensation related to employee's tenure with the District  
The following is a sample list of files kept in employee's personnel, training, medical and other confidential files.



**Personnel File**

- Resignation Letters
- Routing slip
- FIT Test
- Equipment Issue form
- Point Changes
- Biography
- Request Letters
- Awards
- Green Cross Awards
- Changes in Rank
- Competencies
- Interest Card
- Sign-off Sheets
- Promotional Tests
- Application -Non-confidential page
- Resume, Employment offer letter
- Employment agreements

**FF Training**

- DPSST Certificates
- Course Completions
- District Annual Training Report
- CPR Certificates
- EMS Training Certificates
- All other training

**Payroll**

- Timesheets
- Leave Requests
- Vacation Accrual
- Notice of pay changes

**Other Confidential**

- Beneficiary Designation Forms
- Application – Confidential Page
- DMV Check
- Criminal Background Check
- Reprimands (misconduct, complaints & investigation notes)
- Personnel Evaluations
- I-9, W4, W2
- EEO / AA information
- PERS forms

**Medical**

- Respiratory Medical Evaluations
- Medical Exam
- Physical Agility
- Drug Screen
- Exposure Records
- Hearing Tests
- Dr.’s Notes & Releases
- ADA Accommodations
- Medical Leave
- Medical Insurance Applications
- Employee Medical Complaints
- First Aid Records

**Workers Comp**

- Supervisory Injury Reports
- Workers Comp. Claim Records
- Related Information

9. Employee Access:
  - a. As per state law, employees have the right to reasonable and timely access to personal information in their records. Employees are permitted to copy any documents in the file, but are not allowed to remove anything therein. Employees wishing to inspect/review their personnel file shall make an appointment in advance with Human Resource personnel.
  - b. An employee may receive a copy of such records. The employee will be charged the actual cost of providing this service.
  
10. Access to Personnel Files - Persons Other Than Employee
  - a. Personnel records are exempt from disclosure under the provisions of ORS 192.502(2) if disclosure would constitute an unreasonable invasion of privacy. Records of discipline may be exempt from public disclosure.

- b. Any person seeking disclosure of material that would constitute an unreasonable invasion of any employee's privacy shall have the burden of showing that public disclosure would not constitute such an unreasonable invasion of privacy, by clear and convincing evidence.
- c. In any event, no information in any employee's personnel file will be released until the employee is notified and has a reasonable opportunity to comment on the request. In all cases, the District must determine whether or not particular personnel records of any District employee are subject to public disclosure. An employee's expectation of confidentiality and privacy is, in each case, subject to the requirements of Oregon's Public Records Law. This decision shall be made by the Chief Executive of the District.
- d. Access to personnel files is limited to the employee, the Human Resource personnel and others with a clearly defined business need for access to the information including, but not limited to District executives, District legal counsel and/or any duly authorized audit staff. All information viewed within a file is to remain confidential. Those authorized to review personnel files will maintain the confidentiality of their contents at all times
- e. All requests for information about current, retired or terminated employees must be referred to Human Resources. The written consent of the employee must generally be obtained prior to the release of information with the following exceptions:
  - i. Responses to written or telephoned requests for simple verification of employments which will generally be limited to facts of current or previous employment, job title, and employment dates.
  - ii. Duly authorized and served request from law enforcement, state and federal regulatory agencies, or court orders, in which case the employee must be notified.
  - iii. Outside organizations performing services (such as legal representation) for the District, with the express approval of the Human Resources Department.
- f. Requests for confidential information must be in writing, signed by the employee, authorizing release of specific information.
- g. Work reference requests, for both present and terminated employees, must be in writing and signed by the employee, authorizing release of information.

11. Management Review of Personnel Files.

- a. All personnel files will generally be reviewed by the Fire Chief every five years for material reflecting caution, warning, admonishment, reprimand and/or suspension, to determine the continued appropriateness of retention.
- b. Materials deemed inappropriate or no longer relevant may be removed from the personnel file with the employee concerned so notified. Criteria that may be used include age of the material, seriousness of the infraction, and instances of repeated or similar infractions.

12. Record Retention: Employment/volunteer records will be retained in accordance with current record retention laws.

### POLICY 8.3 POSITION DESCRIPTIONS

- A. The Fire Chief will prepare and maintain a plan listing all job positions in the District. Copies of this plan and individual position descriptions will be available at the District Office.
- B. Position descriptions will include titles and written specifications. Job titles will refer to a particular position, not to the individual filling a position and will be used in all personnel, budget and financial records.
- C. Each position will be allocated to an appropriate department on the basis of the duties and responsibilities of the position.
- D. Each position description will include a concise, descriptive title and a description of the duties and responsibilities. Position descriptions take into consideration the requirements of the job and are merely descriptive and explanatory of the work to be performed. They may not include all of the duties and are not intended to replace detailed work assignments.
- E. The Fire Chief will be responsible for keeping the position plan current through periodic studies of positions within the District service. The Fire Chief may, with the approval of the District Board of Directors, create new positions.

## POLICY 8.4 PAYROLL, SCHEDULING AND OVERTIME PRACTICES

### A. WORKWEEK AND WORKING HOURS

1. The normal work period for each type of employee is defined in the definitions in this policy. Employees are expected to accomplish service priorities in a timely fashion within their normal work week, to the greatest extent possible.
2. The hours of employment for each employee will be fixed by the department heads with regard to convenience of the public.
3. Supervisors will establish meal and break periods as required by law. Employees are provided a fifteen (15) minute rest period during each half shift, scheduled at or as nearly as feasible to the middle of each half shift. A one (1) hour unpaid meal period is provided to employees working a shift of six hours or more. Rest and meal breaks are mandatory and may not be combined or used to shorten the workday.
4. Shift employees will be paid for actual hours worked on days when Daylight Savings Time begins or ends during their shift.

### B. WAGE COMPENSATION

1. Wage 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 Fire Chief and the District's financial condition.
2. Salary Review. Compensation will be reviewed by the Fire Chief at the end of an employee's trial service period. An increase may be recommended to the Board of Directors based upon competent and commendable service.

Regular employee's salaries will be reviewed after twelve (12) months of continuous employment in the current classification. Wage increases are not automatic. The Fire Chief will make salary recommendations to the Board of Directors based upon merit. For exceptional performance, the Fire Chief may recommend a merit increase to any employee paid below the top of the range. Any merit increase may be reduced to the step appropriate at any time extraordinary performance ceases.

3. Pay Plan
  - a. The District policy is to pay fair, competitive wages which attract and hold qualified employees. Every job has been given a title and pay range. Wages are reviewed regularly to ensure that District pay rates remain competitive.
  - b. The Fire Chief will prepare a salary schedule and pay plan covering all positions with the District, showing the minimum and maximum rates of pay for review and approval by the Board of Directors.

- c. In arriving at such salary ranges, consideration is given to total compensation for comparable work in other Fire District employment in communities of similar size and location, including consideration of conditions of work and basic pay, current costs of living, the local economy and wage adjustments in the community, and the District's financial condition.

4. Analysis of Pay Plan

- a. At least once every five (5) years, the Fire Chief will review the current District salary rates, compensation policies, and personnel regulations of the District.
- b. The Fire Chief will then examine the salary range for each position to ascertain whether current minimum and maximum salaries should be maintained, increased, or decreased during the succeeding fiscal years. The Fire Chief may submit to the Board of Directors recommendations for granting a cost of living wage adjustment, amending the personnel policies, compensation policies, and pay plan each fiscal year.
- c. All salaries and approval of any salary increases are subject to funds being available in the District budget.

5. Initial Compensation And Salary Reviews

- a. Upon initial or promotional appointment to a position, the employee will receive the minimum salary for the position to which the position is allocated.
- b. However, in cases where unusual difficulty in filling the vacancies is experienced or when the appointee is exceptionally qualified, the Fire Chief may cause the appointment to be made at a salary level above the minimum, but not more than the maximum, for the position.
- c. Compensation will be reviewed at the end of an employee's trial service period and on an annual basis concurrently with the employee's performance evaluation.

6. Salary Adjustments

- a. Salary adjustments (increases or decreases) may be warranted and approved while an employee works for the District.
- b. Salary decreases: Employees may receive salary decreases as follows:
  - i. Across the board reduction in wages for all District employees or a group of District employees due to a lack of funds in the District; or
  - ii. As part of a disciplinary action; or
  - iii. For unsatisfactory job performance.

All salary decreases must be recommended by the Fire Chief. Salary decreases approved by the Board will take effect on the date specified on the Personnel Action Form

- c. Salary increases: Full-time employees may receive salary increases as follows:

- i. For successful completion of the employee's trial service period; or
- ii. For satisfactory, above average, or outstanding job performance; or
- iii. For successful completion of job-related training or education.

All salary increases are discretionary and may only occur if funds are available in the District budget. All salary increases must be recommended by the Fire Chief and approved by the Board of Directors. Salary increases approved by the Board of Directors will take effect on the first day of July unless otherwise specified on the Personnel Action Form.

- a. **Successful Completion of Trial Service Period:** The District Board of Directors may grant an employee a one-step merit salary increase upon the employee's successful completion of his/her trial service period if the employee receives a "satisfactory" or better performance evaluation.
- b. **Satisfactory Performance:** The Board of Directors may grant an employee an annual one-step merit salary increase for satisfactory job performance when the employee receives a performance evaluation with a "satisfactory" or better performance rating. It is possible for an employee to receive a "satisfactory evaluation and not receive a merit salary increase.
- c. **Superior Performance:** The Board of Directors may grant an employee an additional one-step merit salary increase for superior job performance when the employee receives one or more performance evaluations with an "outstanding" or "above average" performance rating. The District recognizes that an employee who receives an "outstanding" or "above average" rating exceeded normal expectations for the position and warrants consideration for a merit increase.

#### 7. Acting-In-Capacity Salary Adjustment

- a. An employee may receive an immediate, temporary five percent salary increase when he/she accepts additional job responsibilities due to the absence of twenty-two (22) or more consecutive work days of the employee's direct supervisor. Acting-in-capacity salary adjustments may be approved when:
  - i. The employee's supervisor is absent for twenty-two (22) or more consecutive work days due to education, training, vacation, illness or other leave of absence.
  - ii. The department head recommends and the Fire Chief approves the temporary salary adjustment on a Personnel Action Form.
  - iii. The employee takes on the duties of the supervisor in an acting capacity. (Example: Assistant Fire Chief as Acting Fire Chief in the Fire Chief's absence.)
- b. The salary adjustment will take effect on the date specified on the Personnel Action Form and will end on the date the supervisor returns to work.

8. Bonuses

The Fire Chief may recommend one-time salary bonuses to employees up to an amount of \$100.00 per bonus when an individual performs exemplary service for the District and the citizens of the community and approved by the Board. Bonuses will be added to the regular monthly paycheck.

9. Pay Period

The pay period will begin on the first day of the month and end on the last day of the month.

10. Pay Day

Employees will be paid on the last working day of the month other than Saturday or Sunday. It is the employee's responsibility to accurately record their time spent working and to submit their timesheets on time.

11. Payroll Deductions

- a. Required Deductions: Federal and State laws require the following deductions from every paycheck:
  - i. Federal Withholding Tax
  - ii. State Withholding Tax
  - iii. Social Security Taxes (FICA)
  - iv. Workers' Compensation
  - v. Court ordered child support payments or garnishments
  - vi. Employee's portion of retirement contribution
- b. Optional Deductions: Other deductions may be made from the employee's paycheck with the employee's written request, including, but not limited to:
  - i. Credit Union participation
  - ii. Insurance contributions
  - iii. United Way or other charitable contributions
  - iv. Union dues
  - v. Money due to the District
- c. Deferred Compensation: Any District employee may elect to enroll in a deferred compensation plan approved by the District. Deferred compensation accounts will be established on behalf of any employee who is willing to make contributions to the plan in accordance with plan requirements.

12. Time Records

Time cards serve as an accurate record of the time for which each employee is paid wages and overtime. Each employee is expected to record accurately the time spent working on District business. Personal time spent in District offices outside regular working hours should not be recorded.

Regular employees and employees in the trial service period must record all time worked for the District. An employee of the District may volunteer service to the

District and the time involved would not be recorded, *only if* the volunteer hours worked *do not involve the same type of service* which the person is employed to perform for the District. All volunteer activities by employees must be approved in advance and in writing.

All employees will submit time cards to the Administrative Assistant. All time cards will then be reviewed by the Fire Chief and retained with payroll records.

13. Separation Pay

A regular employee terminating employment with the District will be paid on the date of separation any earned and unpaid wages when due plus any accumulated and unused vacation pay and compensatory time, excluding administrative leave. Work hours, vacation, and compensatory time will be paid at the employee's current hourly rate at the date of separation. If the employee fails to give at least forty-eight (48) hours' advance notice prior to resigning from District employment, separation pay will be paid within forty-eight (48) hours of the effective date of the resignation, excluding weekends and holidays.

14. Overtime and Comp Time:

Employees are generally classified as exempt or non-exempt. Exempt employees are ineligible for overtime compensation (except for the conflagration exception below). An employee's status will be explained to them when they join the Stayton Fire District.

Due to the nature of our business, overtime may be required. When operating requirements or other District needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. Employees are expected to work overtime when requested. Your supervisor must authorize all requests for time off.

Overtime and compensatory time off for all non-exempt employees are covered by the following guidelines. It will be the District's option to provide compensatory time or overtime pay.

- a. For overtime purposes for Full-time employees, the workweek is Sunday at 12:01 AM through midnight Saturday. All overtime must be approved by your supervisor. Full-time employees are eligible to receive overtime pay for each hour worked over 40 hours in a workweek.

Overtime for Shift employees is time worked over their established 24 day/182-hour work period.

Shift employees will not receive or accrue compensatory time but will be paid each month for all overtime worked.

- b. The District will compensate at the rate of one and one-half times the normal hourly rate for both compensatory time and overtime pay.
- c. It will be the District's option to provide compensatory time or overtime pay.



- d. Overtime and compensatory time off will be computed and rounded up to the nearest one-quarter hour.
- e. Compensatory time accumulation will not ordinarily be allowed to accrue beyond forty (40) hours. The District may elect to provide employees with a cash payment for accumulated compensatory time.
- f. A Full-time employee may request compensatory time off by submitting a written request to his/her supervisor. The supervisor may approve the request or may direct that the compensatory time off be taken at an agreed upon time.
- g. Response to emergency calls that begin during regularly scheduled work hours and carry over past the end of the normal workday or work period, for Full-time and Shift employees, will be exempt from prior approval. Response time that carries over the normal workday or work period will be considered overtime and paid as overtime regardless of employee's regular hours worked or earned time off hours used within the work week when this occurs. Full-time employees may choose to be paid this overtime on their next payday or accrue the time as compensatory time.
- h. At the time of an employee's resignation or dismissal, the District will pay the employee for all accumulated unpaid overtime and compensatory time off earned.
- i. In the event that a Full-time employee is required to work during a regular holiday, the District will provide compensatory time off at the rate of one and one half times their regular hourly rate, in addition to holiday pay, for the hours worked.
- j. Full-time employees are to complete a written compensatory time off agreement with Stayton Fire District.
- k. In the event that an employee is called back on their day off or after leaving for the day, employee will be paid for all Call Back time at overtime rate; they will be paid for a minimum of two (2) hours. Call Back pay is paid to employee regardless of regular hours worked or earned time off hours used within the work week when Call Back occurs.
- l. Employees may be called back after hours by the Fire Chief, Assistant Chief, or Duty Officer. Return for after-hours call back is the option of the employee.
- m. The District requests that Full-time employees flex their work schedule to maintain a 40-hour workweek.

- n. Overtime will not be issued for weekend classes that are not required or approved in writing by the Fire Chief. If classes or meetings are required for Full-time employees, flex scheduling should be used whenever possible.

Overtime exception for exempt employees :

Exempt Employee Overtime: Chief Officers of the District who respond off-duty for participation in state conflagrations and state-sponsored emergency response teams shall receive compensation at a rate of one and one-half times their hourly rate for overtime associated with these activities, if such time is reimbursed by the State.

15. Longevity Pay (adopted 11/10/2008)

The District recognizes the cost and challenges associated with recruiting and retaining outstanding employees. Furthermore, it understands and values all aspects of retaining outstanding employees and the impact such employees have on service delivery to the community.

In order to assist in retaining long term outstanding employees the District shall provide Longevity Pay to those employees successfully achieving the criteria set forth in this policy.

- a. Must average score of 48 or 'Outstanding' rating on the District's current Performance Evaluation form during the evaluation period.
- b. Evaluation Period is considered to be the five (5) year service period prior to the longevity step increase.
- c. No disciplinary action during the evaluation period. Disciplinary actions are considered to be: written warnings, suspensions with or without pay, demotion, pay reduction, probation or termination. Consultations or records of consultations would not be considered disciplinary action.
- d. Any voluntary break in employment or service such as a leave of absence or sabbatical longer than six (6) months may constitute loss of tenure in the plan.
- e. Involuntary breaks in service such as mandatory military call to service would not constitute loss of tenure. However, break in service time may not count towards evaluation period.
- f. Family Medical Leave, extended medical leave, and other recognized leaves, six (6) months or less in duration, may not constitute a break in service unless employment is terminated.
- g. The District maintains the right to evaluate each case on an individual basis.

## C. MANAGEMENT LEAVE

Federal Labor Standards Act (FLSA) exempt employees will be allowed time off with pay at a time approved by the Fire Chief. District employees will regulate their own use of management leave and will provide the Fire Chief at least one day of advance notice of any day which they intend to take off. Management leave may be granted if the time off does not exceed the amount of time worked in excess of forty (40) hours per week. Any FLSA-exempt employee who leaves District employment for any reason will not receive any compensation for hours worked in excess of forty (40) hours per week.

## D. JOB SHARING

A job sharing position is a regular full-time position that is held by two individuals on an interdependent, shared-time basis. The duties and responsibilities of the single position will be divided to provide total coverage by the two partners. The partners will normally divide the required working hours, not to exceed a total of forty (40) hours per week, within a pay period.

Each partner in a job sharing position must have, or be capable of having, all the knowledge, skills and abilities necessary to perform the job.

Job share partners will share the benefits of the regular, full-time position. Vacation, sick leave and holiday benefits will be pro-rated on the basis of hours worked. Long term disability and retirement benefits will be provided to job share partners based on salary received. Job share partners have the same rights and privileges under the retirement plan as regular full-time employees.

The District pays the cost of health, dental and vision insurance as per the Medical and Related Insurance Policy for **one** full-time equivalent position. Accordingly, if a position is job-shared, the insurance premium due above the District cap will be prorated to each partner based on hours worked, if both partners wish to receive coverage. If one partner chooses to waive all coverage, however, then the other partner may receive the full coverage and pay any premium balance due, above the District cap, for that position.

Job sharing is implemented, continued or terminated at the discretion of the District based on operational efficiency. Specific scheduling arrangements are determined by the Fire Chief and should be a function of the needs of the District, the nature of the job and the desires of the job share partners.

## E. CONFLAGRATIONS AND STATE EMERGENCY RESPONSE

1. Employees responding to conflagrations or state emergency response will be paid their current regular pay rate for all hours up to 40 hours in a work week and paid time and a half for all hours worked over 40 hours in a workweek.

If employee voluntarily exchanges vacation or comp time for time gone on conflagrations or state emergency response, they will receive their regular salary from the District in addition to conflagration or state emergency response pay.

If employee does not have vacation or comp time to use or chooses not to use that time, their regular work hours while on the conflagration or state emergency response are UNPAID LEAVE. They will not receive their regular pay during those work hours but will receive conflagration or state emergency response pay.

If conflagration or state emergency response occurs on or over a weekend (Saturday and Sunday), there will be no exchange of employee vacation or comp time for those days for Full-time employees that do not normally work on Saturday or Sunday.

- 2 . Volunteer Staff responding to conflagrations or state emergency response will be paid per the State Mobilization Plan.

## POLICY 8.5 EMPLOYEE TRAVEL AUTHORIZATION AND REIMBURSEMENT

### A. GENERAL EXPECTATIONS

All employees 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.

### B. DOCUMENTATION OBJECTIVES

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

1. Pre-approval of all travel requests to insure 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 insure that the expenses reported for reimbursement are appropriate and provide appropriate documentation.

### C. APPROVAL

The Fire Chief must approve registration, travel and attendance expenditures in advance within the budgeted amounts adopted by the Board. Prior to submittal for the Fire Chief's approval, the request must be approved by the Training Officer or the employee's Supervisor.

### D. TRAVEL REQUEST

At least one month prior to the anticipated travel, the employee should submit a completed Request for Training form to the Training Officer or Supervisor. This will document advance approval of the requested travel and provide a basis for an advance of funds to the employee.

### E. TRAVEL SETTLEMENT

Within one week after the travel has been completed, the employee must turn in receipts for lodging and all other expenses.

### F. GUIDELINES

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

1. Transportation. The actual cost of transportation, taxi fares, parking fees, telephone calls and similar items incidental and necessary to the performance of official business while on travel status will be paid.
2. 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 employees are sharing a room. If an employee chooses to make other arrangements for lodging, a payment of \$75.00 per night may be allowed in lieu of paying the actual accommodation costs.
3. Meals. The current standard federal per diem rate for meals will be used to reimburse the cost of meals not already provided while on official business for the district. No receipts are required for meals covered under the per diem.
4. Telephone and Telegram. Expenses for telephone and/or telegram communications are reimbursable only if they are directly related to District business and are supported by actual receipts. Personal telephone calls charged to the District or to your room and paid by the District must be reimbursed.
5. Registration and Tuition Fees. Expenses for registrations and/or tuition fees are allowable expenses, and a copy of the registration must be attached to the Request for Reimbursement form.
6. Accompanied Travel. Any expenses for family members who accompany the employee on a trip are not reimbursable.
7. Alcoholic Beverages. Any expenditures for alcoholic beverages are not allowed and reimbursement will be required if any are charged to the District.
8. Private Vehicle. Travel on official business outside the District by a single individual should be by District-owned vehicle or private vehicle. If the employee is authorized to use a private vehicle, mileage will be paid at the prevailing rate.
9. District Vehicles. District vehicles will not be used for unauthorized District uses and will not be used for private gain or benefit. District vehicles will not be used by family members of employees, even though family members may ride in vehicles while traveling to conferences.

POLICY 8.6 TIME OFF

A. VACATION BENEFITS

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

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

Accrued and unused vacation benefits are paid upon termination of employment. Vacation credits will not accrue during any unpaid leave of absence.

The District provides vacation benefits to its Full-time and Shift employees. Vacation credits will be posted monthly as follows:

1. Upon satisfactory completion of the first six (6) months of the trial service period, annual vacation will be computed from the first day of the first full month of employment (e.g., employees starting on the first day of the month receive credit for that month; employees starting on the second day of the month receive credit for the month following), and will be posted to the vacation balance on the first day of the first full month during which the employee serves as a regular employee.
2. Vacation leave will be earned on a monthly basis.
3. An employee will not be eligible to take vacation hours during the first six (6) months of employment.
4. Full-time and Shift employees will earn the following annual vacation hours, based on the number of continuous years of service the employee has worked for the District:

<b>Upon Completion of:</b>	<b>Vacation Earned Annually</b>
0 – 1 year	40 hours
2 – 4 years	80 hours
5– 9 years	120 hours
10 years and beyond	160 hours

5. Vacation leave requirements are as follows:

<b>Upon Completion of</b>	<b>Minimum Required Annual Vacation</b>
1 year	No required leave
2 –5 years	40
Over 5 years	80

- a. Employees may only carry over vacation leave up to 160 hours maximum. If an employee does not use all accumulated vacation leave by their anniversary date, they will automatically lose any unused leave accumulated over the maximum allowed.
- b. All vacations must be scheduled and approved by the Fire Chief in advance with due consideration being given to the seniority of the employees and to the work requirements facing the District. Vacation schedules may be amended to allow the District to meet emergency situations.
- c. An employee who has completed six (6) months of employment and is terminated prior to using any or all of his/her vacation will be paid for the unused portion of the vacation earned.

**B. HOLIDAYS**

- 1. All regular full-time and trial service full-time employees of the District will be entitled to the holidays listed below with pay. Full-time employees will receive regular compensation for eight (8) hours per holiday at the regular rate of pay. Full-time employees with irregular work schedules will work out the remainder of their workweek with their supervisors. Shift employees shall maintain their shift schedule even on holidays.

New Year's Day	Labor Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Christmas Day	Martin Luther King Day

The holiday to honor Martin Luther King will continue by allowing the individual employee to choose the day they will take for the holiday. *Adopted 4/88*

- a. If any such holiday falls on a Sunday, the following Monday will be given as a holiday. If a holiday falls on Saturday, the preceding Friday will be given as a holiday.
  - b. Holidays which occur during vacation or sick leave will not be charged against such leave.
  - c. Paid holidays will not be paid to employees on leave without pay.
  - d. Paid holiday compensation will be granted for one-half day prior to either Christmas Day or New Year's Day. The choice of day will be with each employee, with prior approval of the supervisor and the Fire Chief.
- 2. All Shift employees shall earn 6.5 hours of holiday time each month, which shall be scheduled and taken off during the year in which the holiday is earned. Holiday time off must be scheduled and approved by the Fire Chief or Assistant Chief in advance.



## C. SICK LEAVE

1. Employees who are unable to report to work due to personal or dependent illness or injury must contact their immediate supervisor on or before scheduled starting time. If an employee becomes sick during the day, the supervisor or designee must be notified before the employee leaves work.
2. 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 employees with eight (8) hours of accumulated sick leave per month and Shift employees with 12 hours of accumulated sick leave per month. Sick leave will be calculated from the first day of the first full month of employment (e.g., employees hired on the first day of the month begin earning sick leave that month; employees starting on the second day of the month begin earning sick leave the following month).
3. Employees are eligible to use sick leave for the following reasons:
  - a. Personal illness or physical disability
  - b. Quarantine of an employee by a physician for non-occupationally related disability
  - c. Illness of employee's mother, father, spouse or child/step child/ foster child under the age of 19, or 23 if full time student living with parent. The District expects that other care arrangements will be made as soon as possible to minimize the time lost from work. An employee may take sick leave up to a maximum of fifteen (15) working days for Full-time employees and up to 6 shifts for Shift employees, in a calendar year to care for the members of their family identified above. If additional time off is needed, a written request must be submitted to the Fire Chief for consideration; approval or denial of a request for additional time off will be based on:
    - i. The impact the absence will have on District work priorities
    - ii. The ability of the employee to secure outside care
    - iii. The ability of the employee to be productive at work if he/she returns to work in lieu of caring for his/her mother, father, spouse or dependent.
  - d. Medical or dental appointments which cannot be scheduled outside regular work day hours
  - e. Disability or illness related to pregnancy will be treated in the same manner as any other temporary physical condition requiring time off work, as specified in the Family Medical Leave section.
4. Employees will be charged sick leave on the basis of one (1) sick leave hour for each duty hour absent.
5. Misuse of the sick leave privilege will be cause for disciplinary action. An employee who is unable to report to work because of any of the reasons set forth in this section will report the reason for the absence to his/her supervisor prior to the start of the work day or within the first two (2) hours of the work day. Sick leave with pay will not be allowed unless such report has been made. A physician's statement confirming illness may be requested of the employee by the supervisor or Fire Chief.

6. Sick leave may accumulate from year to year for each month of service.
7. Accumulated unused sick leave may be used to increase retirement benefits allowed through P.E.R.S. *Policy Adopted 11/14/88*
8. Employees who have at least one hundred twenty (120) hours of earned sick leave may, with the approval of the District Fire Chief, donate up to 24 hours' sick leave to a fellow employee once during each calendar year. The Fire Chief's determination will be based on his judgment of the need of the individual to receive such sick leave. This decision is not subject to appeal.
9. Unused sick leave will not be compensated for in any way at the time of resignation or dismissal of an employee, except as provided for above.

#### D. FAMILY MEDICAL LEAVE POLICY

##### **Policy**

It is the policy of Stayton Fire District to authorize leave of absence to eligible employees for qualifying circumstances as specified in the federal Family and Medical Leave Act (FMLA) and other related statutes and regulations. Administration of such leaves shall be conducted in accordance with the applicable laws and regulations.

The District makes available family and medical leave to eligible employees. Leave may be available in the following circumstances: to care for the employee's newborn, newly adopted or newly placed foster child; to care for a family member with a serious health condition; to recover from or seek treatment for an employee's own serious health condition; or, to care for a child with an illness which requires home care, but is not a serious health condition.

##### **Eligibility**

Family and medical leave is available to employees who have completed at least 180 days of employment, averaging at least 25 hours per week.

##### **Maximum Duration of Leave**

Generally, eligible employees may take up to twelve (12) workweeks of statutory leave in any twelve-month period, measured forward from the date your first leave begins. Family and medical leave may be taken in increments of a day or more or in one continuous block of time. Hourly paid employees may take leave for the remainder of a shift or workday if they learn of a family member's serious health condition after reporting to work. An advance written request is required for each increment of family medical leave requested.

Intermittent or reduced schedule leave may be available under limited circumstances.

##### **Benefits During Leave**

The District will continue to provide group health insurance coverage for an employee on family and medical leave on the same terms as would have been provided if the employee had been working continuously during the entire leave. If applicable, arrangements will

need to be made for employees to pay their share of health insurance premiums while on leave.

Paid time off benefits, such as vacation and sick leave, do not accrue during any period of unpaid leave.

### **Pay During Leave**

Leave is generally without pay. However, during your leave, you must utilize any accrued vacation and comp time. Sick leave may be used for the period in which employee is physically unable to perform their job.

### **Application for Leave**

Generally, a request for leave must be made 30 days in advance. In any event, you must provide reasonable advance notice of the need for statutory leave. Leave may be delayed or reduced if proper notice is not given.

Leave related to planned medical treatment should be scheduled so as to not unduly disrupt District operations.

### **Certification**

Before requests for leave can be approved, you may be required to supply medical certification of the condition necessitating leave. A health care provider must complete a certification form. Forms may be obtained from the Administrative Assistant.

The District also reserves the right to require certification from a second health care provider, at the District's expense.

### **Call-In**

The District requires employees on statutory leave to comply with the District's call-in policy.

### **Reinstatement Upon Return From Leave**

In the event that leave does not exceed the maximum duration and absent of any extraordinary circumstances, you will be returned to your former or equivalent position upon return from leave.

### **Return to Work**

You are expected to return to work on the date specified at the time of your request for leave. If you fail to report to work as scheduled and fail to properly request an extension of leave, you may be considered to have voluntarily quit.

Notification of availability to return to work prior to the planned return date should be made to the Fire Chief within two days prior to the expected time of return.

When returning from leave, you may be required to present certification from a health care provider that you are fit to return to work or of any restrictions on your ability to safely perform the essential functions of your job.

E. JURY DUTY

If a summons for jury duty is received, please notify your supervisor and/or Fire Chief. Arrangements will be made to reassign work and time off will be granted. Jurors will pay the District any payments received for jury duty, except mileage when using personal vehicle and will be paid regular wages. Employees are expected to report for work when not selected for a jury on any day, or when jury duty requires only part of a day.

F. MILITARY LEAVE

The District will provide unpaid time off for employees with an obligation to actively serve in the military, reserve military service or summer encampment while maintaining the individual's employment status and benefits in full accordance with both federal and state laws. Should you have a need for this leave, please consult the District Fire Chief as soon as possible.

G. UNPAID PERSONAL LEAVE OF ABSENCE

1. Employees who have been continuously employed with the District for at least one (1) year may request an unpaid personal leave of absence for a reasonable period of time up to sixty (60) days. Requests for leaves of absence will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the District.

2. Requests must be submitted in writing and must be approved in writing by the Fire Chief before the leave begins. Requests for extensions of leaves must be submitted in writing and approved in writing by the Fire Chief before the extended period of a leave begins. It is the employee's responsibility to report to work at the end of the approved leave. An employee who fails to report to work on the day after the leave expires will be considered to have voluntarily resigned.

The District may pay for group health or dental insurance premiums during any portion of an unpaid personal leave of absence consistent with the insurance carrier policy. Accordingly, the premiums for such coverage are the complete responsibility of the employee. In order to keep the insurance in force, premiums for the entire period of the leave must be paid before the employee begins the leave. Vacation time and sick leave will not accrue during an unpaid personal leave of absence.

## H. UNPAID LEAVE TO PERFORM VOLUNTEER FIREFIGHTER DUTIES

Employees of the District whose job duties do not involve firefighting or require firefighter skills and training may volunteer to serve as volunteer firefighters and respond to general alarms and other firefighter service emergencies in response to the alarm. Response time within the employee's regular shift will not be considered hours worked at the employee's regular rate of pay. The employee will receive volunteer points for responding to an alarm during the ordinary hours of work. Time spent responding to alarms will be made up by the employee.

## I. CONFERENCES AND CONVENTIONS

Decisions concerning attendance at conferences, conventions or other meetings at District expense will be with the approval of the Fire Chief. Approval may be granted based on the cost to the District and the benefits to the District from the employee's participation in the conference or the direct relation of the employee's work to the subject matter of the meeting.

## J. FRINGE BENEFITS

1. Retirement. The District provides a mandatory money purchase pension plan for all Full-time and Shift employees working 600 hours per year. Employees must have completed the six (6) month waiting time to be eligible to participate. The employee is required to contribute six percent (6%) of the employee's gross monthly salary into the plan. (*Adopted 12/94*) The District has elected to "pick up" the employees required contribution to PERS. (*Adopted 12/9/96*) The District also contributes an actuarial determined percentage that is computed annually. For further information on this retirement plan, consult the plan booklet.
  - a. The District encourages employees to plan their retirement and notify the District sixty (60) days before the effective date of retirement to enable the District to appoint a new person to the position in a timely manner. The District's day-to-day pension plan shall be administered by P.E.R.S. The Fire Chief will assure that the necessary adjustments are made to the budget each July.
2. Industrial Accident Insurance.
  - a. The District provides Workers' Compensation through an insurance carrier for industrial accidents and diseases. Benefits include medical treatment, medical care and disability compensation.
  - b. The District will pay the premium for medical, hospital, life and dental insurance for up to six (6) months for employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their regular duties.

- c. An employee who has sustained a compensable injury will be reinstated to the employee's former position of employment, if available, or to other employment which is available and suitable upon demand for such reinstatement, provided the employee can perform the duties of such position and can provide written medical evidence of the ability to perform all job requirements.
  - d. An employee is not eligible to earn vacation or sick leave time while on Workers' Compensation leave for a period of longer than thirty (30) days.
3. Medical and Related Insurance. The District provides medical, hospitalization, dental and related insurance benefits for all Full-time and Shift employees and their eligible dependents. Part time and temporary employees are not eligible to participate in our health insurance plans. Coverage for eligible employees begins on the first day of the month following 30 days of employment with the district. Benefit plans and costs will be reviewed and approved annually by the Board of Directors. The District expects employees to cooperate in containing the costs of health care.

The District currently pays a portion of the cost of premiums for eligible employees and dependent family members medical and dental insurance coverage. Eligible employees who wish to participate in the district's medical and dental insurance plans and/or to provide coverage for their dependent family members will be required to authorize payroll deductions for their portion of the premium.

4. Continuation Coverage: There are specific requirements, time frames and conditions which must be followed in order to be eligible for continuation coverage. Please contact the Administrative Assistant as soon as possible if you think you may qualify for continuation coverage. Requirements and procedures are outlined in the Benefit Booklet provide by the District's health insurance carrier.
5. Health Insurance Coverage for Retired Employees and Dependents: A person who retires from District employment (retiree) may continue health coverage under the District's health insurance plan subject to the following conditions:
- a. The same health insurance coverage offered to regular employees is available to eligible retirees.
  - b. The retiree has the option as to whether or not to take advantage of the coverage.
  - c. The retiree has the option of electing coverage for his/her dependents. Dependent coverage, if elected, for a spouse may continue until the spouse achieves Medicare eligibility; for a child, until the child reaches age 23, becomes independent, or is married.
  - d. The retiree will pay the total cost of their health insurance premiums.
6. Modification of Benefits

Benefits for employees may be provided, modified or changed at the discretion of the Board of Directors. Employees will be notified in writing of all benefit changes which occur.

7. Group Life Insurance

- a. The District will provide \$20,000 of term life insurance covering each employee against both occupational and non-occupational related death, and \$40,000 for occupational related death.
- b. The District will also provide an accidental death or dismemberment plan of \$1,000 for each covered family member.

8. Uniforms

- a. The District will provide articles of exterior uniforms for all personnel.
- b. Maintenance personnel are provided uniforms, coveralls and laundry service for coveralls.
- c. The District may repair or replace personal items damaged, lost or broken during job related functions with approval of the Fire Chief.

K. FUNERAL LEAVE

The purpose of funeral leave is to provide Full-time and Shift employees time to attend the funeral of a member of their immediate family and to handle personal affairs.

When a death occurs in an employee's immediate family, Full-time employees may take one (1) day (8 hours) off with pay to attend the funeral or make funeral arrangements. Shift employees may take one (1) day (24 hours) with pay to attend the funeral or make funeral arrangements. Any additional bereavement leave will be charged to the employee's unused vacation or sick leave.

Immediate family defined: employee's spouse, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

Time off without pay may be provided to attend the funeral of individuals other than immediate family members upon the Chief's approval. Employees may take unused vacation or comp time for this.

## POLICY 8.7 SAFETY AND ACCIDENTS

### A. SAFETY POLICY STATEMENT

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

For example, employees must:

1. Operate only equipment that you are fully qualified and authorized to use.
2. Follow safe operating procedures for all equipment. Use the safeguards provided for your protection. Never operate machinery when safety features have been removed or are not functioning properly.
3. Refrain from fighting, horseplay or distracting fellow workers.
4. Not wear torn or loose clothing or jewelry which could become entangled in operating machinery.
5. Use protective equipment and clothing as specified for the job task.
6. Observe all hazard and warning signs.
7. Report immediately any hazardous conditions and/or unsafe work practices to any supervisor.
8. Keep aisles, walkways and working areas orderly, clean, and clear of tripping and slipping hazards. This includes picking up loose products or materials that can create hazards, or contribute to injuries.
9. Walk not run on District premises.
10. Not riding as a passenger on vehicles which are not provided with passenger seats (i.e., forklifts, etc.).
11. Keep emergency equipment in your work area (such as fire extinguishers, fire alarms, exit doors, and first aid kits), clear of obstacles and readily accessible.
12. Know and observe emergency action procedures during emergencies.
13. Actively participate in the District's safety and health program.



## B. UNSAFE CONDITIONS

1. Employee Responsibility: Every employee 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. Employees are expected to report immediately any unsafe or hazardous condition directly to a supervisor, if it cannot be corrected safely and independently. Every effort will be made to remedy safety problems as quickly as possible.

It is every employee's responsibility to observe and identify conditions which could pose a hazard to employees or to the general public. After identifying the problem, employees at the scene are expected to:

- a. Safely eliminate the hazard, and obtain necessary assistance;
- b. Safely control the hazard by enclosure or guard;
- c. Employ avoidance procedures; and
- d. Use personal protective equipment as appropriate.

2. Management Responsibility: Each department 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 such policies shall be delivered to all department employees. Department heads will periodically involve employees in the process. The need for periodic training shall be considered, and arranged as determined by the department head.

## C. EMPLOYEE INJURY REPORT

In case of an accident involving personal injury to an employee, regardless of how serious, a supervisor and the Fire Chief should 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 Safety Officer. All injuries must be reported in a timely manner to avoid risk of claim denial. The Administrative Assistant will provide advice and assistance to any person filling out a Workers' Compensation Report.

If an injury results in the death of an employee, then the supervisor shall immediately notify the Safety Officer who, in turn, shall immediately notify the State Workers' Compensation Department and the District's insurance carrier by phone. The Administrative Assistant will then proceed to process a claim report form.

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

## D. WORKERS' COMPENSATION INSURANCE

If an employee is injured on the job, the injured worker may be entitled to benefits under the state workers' compensation law. The District carries workers' compensation coverage and will assist employees in obtaining all benefits to which they are legally entitled.

Use of Sick Leave for on-the-job injury or illness:

- Employee will not be required to use their personal sick leave for doctor authorized time off work due to an on-the-job injury or illness. Once employee has returned to regular duty or light duty, they will then use personal sick leave time for doctor appointments, physical therapy appointments, etc. per Sick Leave policy.

Time Loss Benefit from Workers' Comp:

- If employee receives compensation (time loss benefit) from the District's workers comp carrier for an on-the-job injury, the employee must photocopy each check before cashing it and furnish a copy of the check to the District. The District shall pay the difference between the time-loss benefits paid and the employee's regular wages less taxes incurred

OR

The employee can endorse the check and turn it into the District to prevent any loss to the employee's regular salary.

E. RETURN-TO-WORK POLICY

The following procedures must be followed by employees who wish to return to work following an injury, whether incurred while on-the-job or otherwise, that has resulted in the employee's being off work or being unable in the opinion of the Fire Chief to perform the essential functions of the job without reasonable accommodation.

1. The Fire Chief may prohibit the employee from returning to work until he/she has requested to return to work in accordance with the procedures set forth below.
2. All requests to return to work must be made in writing, dated and signed by the employee.
3. All requests to return to work must be accompanied by a dated, written release signed by the attending physician. This release must clearly specify whether the employee is released for his/her former job or is restricted in any way and will include any request for reasonable accommodation.
4. Requests to return to work must be made no later than the 7th regular work day following the date of the attending physician's signature on the written release. Except where, in our opinion, extenuating circumstances exist, failure to make a timely request terminates the employee's right to reinstatement or reemployment. Failure to seek a written release upon becoming able to return to work may constitute abandonment of the right to reinstatement or reemployment.
5. 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.6 below. Requests brought in personally will be deemed made the date on which the written request is given to the District. Mailed request will be deemed made on the date of receipt. All requests will be date stamped upon receipt.
6. All requests to return to work must be directed to the Fire Chief.

7. If the employee's former job or a suitable alternative is not available at the time of the request to return to work, the Fire Chief must be contacted in person or by telephone once a week to renew the request. If a period of ten (10) working days elapse without such a contact, the employee will be considered to have abandoned his/her right to be returned to work.
8. All job offers will be made by telephone. It is the employee's obligation to keep the District advised of any changes in your telephone number.
9. If the employee is offered a suitable position in response to a request to return to work and it is refused, he/she will be considered to have voluntarily terminated employment and abandoned the right to reinstatement or reemployment
10. Light Duty Work Assignments. Disabled employees who are temporarily assigned light duty work as a reasonable accommodation but are unable to perform the essential duties of their job, may be required to provide a medical evaluation after thirty (30) days from their treating physician so that the Fire Chief may determine whether the employee is capable at that time of performing the essential functions of the job, with or without reasonable accommodation.

The District offers light duty accommodations only for those employees whom the Fire Chief may anticipate will recover the ability to perform all the essential functions of the job within a reasonable time. If recovery becomes doubtful, the Fire Chief may discontinue the light duty assignment. No light duty assignment is intended to become permanent.

## POLICY 8.8 WHAT THE DISTRICT EXPECTS FROM YOU

### A. TEAMWORK AND EXCELLENCE

This section has been arranged to present a general overview of some of the District's expectations of its employees. Every employee should keep in mind that each is a part of a team of public employees, and public satisfaction with the District depends upon good service. It is the responsibility of all District personnel to follow the General Conduct Rules outlined in Policy 12.5.C.

### B. PUBLIC RELATIONS

Positive attitude, proper courtesy, and conduct on and off the job are important to the individual as well as to the District. Neatness of work performed is also important. All employees are engaged in public relations. Some deal directly with the public; others, while not in direct personal contact, do perform work under the public eye. Employees of the District, regardless of whether contacts are direct or indirect, are expected to be courteous, efficient, and helpful in all their work assignments. Favorable impressions created by employees' public behavior help develop good will and support for District services.

### C. ETHICS POLICY

The purpose of this policy is to establish ethical standards of conduct for all district public officials in accordance with Oregon Governments Ethics law.

Oregon Government Ethics Law:

- Applies to all elected and appointed officials, employees and volunteers
- Prohibits use of public office for financial gain
- Requires public disclosure of financial conflicts of interest
- Limits gifts that an official may receive per calendar year
- Found in Oregon Revised Statutes, Chapter 244

#### 1. Participation in Community Affairs

- a) District employees are encouraged to take an active part in community affairs.
- b) Employees are entitled to enter into political activity provided it is done on his/her own time; that no political pressure is placed upon other employees; and that all political activities are in conformance with Oregon Government Ethics Law.

#### 2. Financial Gain

Each public official is prohibited from using the position as a public official to receive certain financial benefits if the opportunity for the financial benefit would not otherwise be available but for the position held by the public official. In addition, each public official is prohibited from using or attempting to use the official position to obtain financial benefits for a relative or a member of the public official's household, or for a business with which the public official, a relative, or a member of the public official's household is associated.

The following is a list of financial benefits that may be received. These include:

- Official compensation
- Reimbursement of expenses
- Honorarium
- Unsolicited awards for professional achievement
- Some gifts

3. Gifts

No public official shall solicit or receive any gift(s) with a total value of more than \$50 from any single source who could reasonably be known to have a financial interest in the official actions of that public official. A gift is defined as something of value given to a public official, for which the official does not pay an equal value. Gifts of entertainment are included in the \$50 gift limit.

This does not mean that an official cannot receive any gifts. The law only restricts gifts from sources that have an administrative or legislative interest in the public official's actions, and does allow the public official to receive up to \$50 worth of gifts from each source. In addition, unlimited gifts may be accepted from a source that does not have a legislative or administrative interest in the public official, and the public official may accept unlimited gifts from specified relatives.

4. Conflict of Interest

Oregon Government Ethics law identifies and defines two types of conflicts of interest: actual conflict of interest and potential conflict of interests.

The difference between an actual conflict of interest and potential conflict of interest is determined by the words "would" and "could".

A public official is met with an actual conflict of interest when the public official participates in action that would affect the financial interest of the official or a relative of the official is associated.

A public official is met with a potential conflict of interest when the public official participates in action that could affect the financial interest of the official, a relative of that official or a business with which the official or the relative of that official is associated.

A public official must announce or disclose the nature of a conflict of interest. The way the disclosure is made depends on the position held. The following public officials must use the methods described below:

- Potential Conflict of Interest: Following the public announcement, the public official may participate in official action on the issue that gave rise to the conflict of interest.
- Actual Conflict of Interest: Following the public announcement, the public official must refrain from further participation in official action on the issue that gave rise to the conflict of interest.

If a public official is met with an actual conflict of interest and the public official's vote is necessary to meet the minimum number of votes required for official action, the public official may vote. The public official must make the required announcement and refrain from any discussion, but may participate in the vote required for official action by the governing body. These circumstances do not often occur. This provision does not apply in situations where there are insufficient votes because of a member's absence when the governing body is convened. Rather, it applies in circumstances when all members of the governing body are present and the number of members who must refrain due to actual conflicts of interest make it impossible for the governing body to take official action.

#### D. POLITICAL ACTIVITIES OF DISTRICT EMPLOYEES

1. Official Position - Campaigning. Employees may not use their official authority or position with the District to further the cause of any political party or candidate for nomination or election to any political office.
2. On-Duty Activity. Oregon law prohibits any District employee, while on the job, from soliciting money, influence, service, or other article of value or otherwise aiding and/or promoting any political cause or the nomination or election of any person for public office.
3. Off-Duty Activity. During the term of their employment a District employee may not hold any elective office that creates a conflict of interest between the duties of that employee and the prospective duties of the elective office holder. An employee may obtain a prior written approval of their department head and/or the Fire Chief before filing as a candidate for an elective office. Failure to obtain prior written approval may be deemed by the District to constitute a voluntary resignation if the employee is elected to that position and the District determines that the election to the position creates a conflict of interest with the employee's position with the District.

Nothing in this rule is intended to restrict the political actions or activities of employees outside of their regular working hours.

#### E. COST CONSCIOUSNESS

Every employee of the District is a citizen and taxpayer and is expected to practice economy in all duties. Failure to do so is not in the best interests of the District and may lead to discipline, and/or discharge, as appropriate.

#### F. ATTENDANCE AND PUNCTUALITY

Regular attendance is of primary importance for every position at the District. You are expected to arrive for work on time and be ready to start work at the beginning of your scheduled shift. You are also expected to complete your shift as scheduled.

If you are going to be late or absent, you must call in and personally notify your supervisor prior to the beginning of your scheduled shift. If you do not report as scheduled and if you

have not spoken to your supervisor or manager in advance to explain your absence, disciplinary action may result.

If you are sick, you must call and personally notify your supervisor each day prior to your scheduled shift, unless you are on an approved medical leave.

Failure to report and call in as required for two consecutive days will be considered a voluntary resignation.

You must receive supervisory approval to leave prior to the end of your scheduled shift.

Attendance requirements specific to your position are outlined in your job description. If you are having difficulties meeting the requirements of your schedule, please contact your supervisor.

Excessive tardiness and/or absenteeism may result in disciplinary action.

#### G. PERSONAL APPEARANCE

Both the employee's personal appearance and dress are essential to creating a favorable public image. All employees will dress in neat, clean, professional-looking attire, appropriate to their daily job duties. Uniformed personnel will be attired in appropriate District-provided uniforms.

Each employee is responsible to present a proper, businesslike appearance whether in the office, a District vehicle, or other site. Good taste and good judgment in personal attire is expected.

#### H. LEGAL LIABILITY

1. Employees are expected to abide by all laws and regulations which govern the performance of their duties and will perform their duties in a reasonable and prudent manner.
2. The District will indemnify and defend its employees, in accordance with the Oregon Tort Claims Act, in the event litigation is brought arising out of employee's performance of duty.

#### I. APPEARANCE OF WORK AREAS

The District and its employees are responsible for maintaining positive public perceptions with our work place appearance. The District's objective is to provide and maintain clean, safe and healthy work conditions. It is the responsibility of each employee to maintain a safe, neat work area and insure that all working documents, desks, cabinets and equipment are secure at the close of the work shift.

#### J. PERSONAL TELEPHONES AND CALLS

District phones are to be used for District purposes. Telephone calls of a personal nature (incoming or outgoing) should be kept to a minimum and made during breaks or lunch periods whenever possible. Under no circumstances should an employee charge a long

distance call to the District unless it is work-related. Friends and relatives should be discouraged from calling during working hours except in emergencies.

All use must be consistent with our standards for courtesy and professionalism in communications and must not adversely affect employee productivity. Any expense arising from personal use must be reimbursed to the District in the subsequent billing period. Use of the phones for personal commercial ventures or gain, or to disseminate confidential information is prohibited.

Cellular Phones: With the rising cost of cellular phones and service plans, it is no longer in the best interest of Stayton Fire District to provide officers (Captains and Lieutenants) and full-time paid staff with District phones. However, the District continues to recognize the necessity to maintain a reasonable avenue of communications with its officers and paid staff. In an effort to maintain a communications link with its officers and paid staff, the District will reimburse each officer and member of paid staff \$20.00 per month for the use of their personal cellular phones for District business. The District reserves the right to modify or terminate monthly reimbursement at any time. (See Cell Phone Waiver in Appendix)

Cellular telephones should only be used when two-way radios or land-lines are not an option. Cellular telephone conversations are to be kept short and to the point.

Employees are required to comply with traffic regulations, laws, and ordinances in the operation of motor vehicles while using cellular telephones while traveling. At no time should cellular telephone use jeopardize the safety of the public or District employees.

Unauthorized use or abuse of our cellular telephone benefit is cause for disciplinary action.

## K. PERSONAL ELECTRONIC DEVICES

**PURPOSE:** To outline the use of personal electronic devices by personnel while engaged in service delivery, training, or as a representative of the Stayton Fire District.

Personal electronic devices include cellular phones, text messaging devices, still or video cameras, recording devices, radiophones, personal data units, radio/music playing devices or gaming systems.

Time spent on these devices for personal use should be kept to a minimum during district events. Phone contact, text messaging, pager contact or radiophone contact on a personal basis should be controlled and especially reserved for urgent or emergency (personal) situations. Constant interruptions from personal contacts are disruptive to the work environment and are not allowed when personnel are engaged during training and fire ground operations. The following rules will be in addition to these guidelines:

1. Personnel will refrain from using personal electronic devices while responding to an emergency or while on the fire/training ground. The exception to this rule would be the case of a true personal emergency.



Firefighters should notify their engine officer of the need to use their personal phone for a potential emergency.

2. Members in uniform involved in public presentations will need to minimize the use of their personal electronic devices and preferably out of public view.
3. Hardware for personal electronic devices shall not utilize any fire apparatus at any time unless authorized by a fire officer.
4. The Stayton Fire District will not be responsible for lost or damaged personal electronic devices.
5. At no time shall personal electronic devices that can record (audio, video or camera) be used on apparatus or training grounds. If it is found one of these devices has been used the device may be collected by the officer in charge for the remaining time of the event. The device will be returned to the individual at the conclusion of the event and once the data has been removed.
6. If any use has been proven to be used for personal gain, or placed on the Web, or any other source, disciplinary action will occur and may result in termination from duties.

#### L. TOBACCO USE

For health and safety considerations, the District strongly discourages the use of tobacco products for all personnel affiliated with Stayton Fire District.

It is recognized that the use of tobacco products promotes the causation of cancer. It is also known that second-hand smoke is a cause of cancer and that Hepatitis C is known to be transmitted through saliva and can be found in dry saliva for a period of up to two (2) weeks.

It is Stayton Fire District's obligation to provide a healthy, safe environment for all persons, tobacco users and non-users, who may come in contact with the District. In order to achieve consideration for all, the use of tobacco will be regulated in the following manner:

Smokers shall:

1. Not smoke in District buildings or in District vehicles
2. Smoke only in designated areas
3. Place their cigarette butts in approved containers located in the smoking area
4. Not expose others to secondary smoke
5. Shall not smoke while in direct contact with the public or their fellow firefighters while representing the District

Smokeless tobacco users:

1. Shall not chew tobacco while in direct contact with the public, while representing the Fire District
2. Shall not spit or use spit containers on District property or in District vehicles
3. Shall not spit tobacco in sinks, urinals, trash cans or on any hard surface such as floors, parking lots or sidewalks
4. Shall not expose others to chewing tobacco or by-products of chewing tobacco
5. Shall use discreet professional manners while chewing tobacco on District property or in District vehicles

M. OUTSIDE EMPLOYMENT

1. District Comes First. When an individual accepts employment with the District it is understood that the District has first call upon the services of its employees, regardless of any effect on secondary employment.
2. Incompatible Work. Employees should not engage in outside employment that conflicts in any way with District employment, detracts from the efficiency of work performance, or is in conflict with the interests of the District. The District expects employees to avoid extra work which affects endurance, overall personal health, or effectiveness. The District will hold all employees to the same standards of performance and scheduling demands, including employees who hold outside jobs.
3. Notification. Employees are to notify the Fire Chief in writing, in advance, of all employment outside the scope of their employment with the District.
4. Conflicts. The Fire Chief will notify the employee at any time outside employment is found to be in conflict with the interests of the District or is likely to bring discredit upon the District. It shall be up to the employee to choose which employment option is most desired.

N. DRUGS AND ALCOHOL

1. Purpose and Goal.
  - a. The District has a responsibility to its employees, volunteers and the public to insure safe working conditions and a productive District workforce unimpaired by chemical substance abuse. The District has a responsibility pursuant to the Drug Free Workplace Act of 1988. To satisfy these responsibilities, the District must preserve a work environment free from the effects of drugs, alcohol, or other performance-impairing substances.
  - b. The misuse of alcohol, prescription drugs and controlled substances can impair employee performance, as well as physical and mental health, and may jeopardize employee safety as well as the safety of the public.
  - c. The District is committed to maintaining a safe and healthy work place for all employees by assisting employees to overcome drug or alcohol related

problems through appropriate treatment and, if necessary, disciplinary action.

- d. This policy will be enforced and administered in a manner which is consistent with the value statements set forth in this section, and with the advice and concurrence of the District's Board of Directors.

2. Covered Workers.

- a. This policy applies to any individual who represents or works for the District, is applying for the position with the District or is representing or working for the District on the District's property, including but not limited to the Fire Chief, supervisors, Full-time employees, Shift employees, Part-time employees, temporary employees, volunteers and applicants.
- b. This policy applies during all working hours and whenever any individual described above is representing the District while on call, while on paid standby, while on District property or while at District-sponsored events.

3. Prohibited Behavior.

- a. It is a violation of this policy to use, possess, sell, trade, manufacture, distribute, dispense and/or offer for sale alcohol, illegal drugs or intoxicants, any drug not medically authorized or any other substance which may impair job performance or pose a hazard to the safety and welfare of the worker, other workers or the public.
- b. It is a violation of this policy for covered workers to report to work, work or engage in any activity on the District's behalf under the influence of alcohol, controlled substances, any drug not medically authorized or any other substance which may impair job performance or pose a hazard to the safety and welfare of the worker, other workers or the public.
- c. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Each covered worker must report the use of prescribed or over-the-counter medications which the employee knows or should know can impair job performance to the Fire Chief and provide the Fire Chief proper written medical authorization from a physician while using such substances. The covered worker is responsible to ascertain whether the medication may impair job performance. A covered worker whose impairment may affect job performance or could compromise the safety of the worker, fellow workers or the public, should take sick leave, request change of duty, notify supervisor or take other steps consistent with advice of a physician. If an employee reports to work under the influence of prescription medication and endangers self, fellow employees or the public, the employee may be disciplined. Any failure to report the use of such medications following an event of concern to the District, or failure to provide evidence of medical authorization, can result in disciplinary action.

- d. It is a violation of this policy to use prescription drugs illegally or without proper medical authorization. It is a violation of the policy to intentionally misuse and/or abuse prescription medications. Any such misuse or abuse can result in disciplinary action. This includes using prescriptions authorized for other individuals which are not prescribed for the employee.
4. Notification of Drug Convictions. Any covered worker who is convicted of a criminal drug violation must notify the Fire Chief of the conviction and the facts and circumstances surrounding it no later than five (5) days after the conviction.
  5. Searches. Covered workers have no expectation to be free from search of a locker, desk or contents of other similar District controlled spaces. A search for contraband within personally controlled spaces on District property (purses, garments, brief cases or a personal vehicle, for example) shall be based on reasonable grounds or consent of the employee. In accordance with the provisions of this policy prohibiting drugs in the work place, or based upon legitimate concerns for the possession of other unauthorized materials (such as firearms, explosives or stolen property). This policy constitutes formal notice of the District's intent to search premises, persons and secured spaces, including vehicles parked on District property, based upon reasonable grounds or consent. Searches shall be approved by the Fire Chief or his/her designee, and, if possible, notice to the worker and an opportunity to be present shall be given.
  6. Testing.
    - a. Testing Guidelines: To ensure the accuracy and fairness of the testing program, the District shall use only reputable and reliable licensed laboratories recommended by the District's physician and shall utilize only highly accurate and reliable laboratory tests.
    - b. Types of Tests. As a condition of employment, covered workers may be required to submit to the following tests:
      - i. Pre-Employment Testing. Covered workers are required to pass a chemical screen test as a condition of employment. The presence of any illegal substance, unauthorized controlled substance (including the use of prescriptions not in accordance with instructions or prescriptions authorized for others) may be cause for rejection from further consideration for employment or placement, and that appointment to a position is contingent upon a negative drug test result.

Applicants shall be directed to an appropriate collection facility. The drug test must be undertaken as soon after notification as possible, and no later than 48 hours after notice to the applicant. Where

appropriate, applicants may be reimbursed for reasonable travel expenses.

Applicants may be advised of the opportunity to submit medical documentation that may support a legitimate use for a specific drug. Such information will be reviewed only by medical consultants to determine whether the individual is lawfully using an otherwise illegal drug.

The District will decline to extend a final offer of employment or placement to any applicant with a verified positive test result, and such applicant may not reapply to the District for a period of twelve months. The District shall object to the applicant on the basis of failure to pass the drug screen, a lack of personal characteristics necessary to relate to public employment or failure to support the goals of the District. The District shall inform such applicant that a confirmed presence of an illegal drug in the applicant's urine precludes the District from hiring the applicant.

- ii. Testing Upon Reasonable Suspicion. Where a supervisory employee has a reasonable suspicion that a covered worker is under the influence of any illegal substance, unauthorized controlled substance (including the use of prescriptions not in accordance with instructions or prescriptions authorized for others) or alcohol, the worker in question will be asked to submit to testing to confirm involvement with alcohol or illegal drugs or that the worker is drug or alcohol free at the time in question.
  - iii. Testing on a Random or Periodic Basis. Covered workers who are in positions that the District determines involve dangerous and skilled activities and compelling public safety concerns, including but not limited to firefighters, paramedics and EMTs, may be asked to submit to drug testing on a random or periodic basis at any time during employment, absent individualized or reasonable suspicion.
  - iv. Testing Following Accidents. Where a covered worker has been directly involved in an on-the-job accident or other incident related to public safety and a supervisory employee determines that the worker actually could have caused the accident or incident, the worker may be asked to submit to drug testing.
- c. Substances Tested: The substances that will be tested for under this policy are amphetamines, cannabinoids, cocaine, opiates, phencyclidine (PCP) and alcohol. The District reserves the right to test for any or all of the following substances in addition to those mentioned above upon reasonable suspicion or following an accident: barbiturates, club drugs, flunitrazepam

(Rohypnol), gamma hydroxybutyrate (GHB), ketamine, MDMA (Ecstasy), methcathinone, methylphenidate, hydrocodone, methaqualone, benzodiazepines, methadone, propoxyphene, lysergic acid diethylamide (LSD), anabolic steroids, hallucinogens, stimulants, inhalants, any drug not medically authorized and any other substance which may impair job performance or pose a hazard to the safety and welfare of the employee, other employees or the public.

- d. Testing Methods. Testing for the presence of alcohol will be conducted by analysis of breath, saliva or blood. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine, blood or hair.
  
- c. Testing Procedure.
  - i. Employee Representation. When the worker is notified that he or she is required to consent and submit to such tests, he or she may request the presence of a representative to witness the test. The test may not be delayed unreasonably in order to wait for a representative. The absence of a representative shall not be grounds for the worker to refuse to consent and submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.
  
  - ii. Authorization to Test. Before a supervisor, acting on behalf of the District under this policy, may require a worker to consent and submit to any test, the supervisor must first obtain concurrence from the Fire Chief or the Board of Directors that the information available to the District about the subject worker is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of the test.
  
  - iii. Procedure for Consent. The worker shall give consent to a test upon request by signing a consent form. The form shall contain the following information:
    - (1) Worker's consent to release tests results to the District;
    - (2) The procedure for confirming an initial positive test result for controlled substance, including marijuana;
    - (3) The consequences of a confirmed positive test result for a controlled substance, including marijuana;
    - (4) The consequences of a positive test for alcohol, under the circumstances;
    - (5) A listing provided by the worker of legally prescribed and over-the-counter medications which may be in the worker's body;

- (6) The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol; and
  - (7) The consequences of refusing to consent to the test.
- iv. Confirmatory Test. In the event that the test results are positive for controlled substance(s), including marijuana, the District shall require that a second confirmatory test from the same sample be conducted, using gas chromatography/mass spectrometry methods performed by a laboratory certified by the National Institute on Drug Abuse, which also must be positive before concluding the worker has such substances(s) present in the body.
- v. Requested Test. If a test is positive, the District will instruct the laboratory to retain the sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purposes of allowing the worker to conduct an independent test at his or her own expense at a laboratory approved by the District.
- vi. Chain of Evidence. The procedures to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the worker's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this policy.
- vii. Notification. The worker shall be notified of the results of all tests conducted pursuant to this policy. Workers who test positive shall be afforded an opportunity to provide medical or other information that may explain the positive test result. If a question exists, the available information will be reviewed by a licensed physician with training in forensic drug testing.

7. Consequences.

- a. Positive Test. Any covered worker who tests positive will be subject to disciplinary action up to and including termination. If the worker seeks drug treatment following a positive test, the worker may not use sick leave benefits even if treatment is imposed as a condition of continued employment or placement under a Return to Work Agreement.
- b. Refusal to Test. A covered worker will be subject to the same consequences of a positive test if the worker refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that of another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents

completion of the test. Alleged lack of reasonable suspicion is not grounds to refuse to submit to a test; however, it is reason to challenge discipline if discipline is imposed based on the test result alone.

c. Last Chance Agreements. Following a violation of this policy, a covered worker may be offered an opportunity to sign and abide by the terms set forth in a Last Chance Agreement (see Appendix) as a condition of continued employment or placement. Such Agreement may require the employee to:

- i. Consult the District's physician and other health care providers;
- ii. Submit to evaluation by a substance abuse professional or physician for assessment and recommendations;
- iii. Participate in a drug or alcohol treatment program recommended by the District;
- iv. Successfully complete recommended rehabilitation;
- v. Pass a return to duty test;
- vi. Participate in follow-up treatment or other aftercare program as part of a comprehensive drug and alcohol treatment program;
- vii. Submit to ongoing, unannounced and follow-up testing for a specified period of time not to exceed thirty-six (36) months; and
- viii. Submit to monitoring of the treatment program and employee's participation therein by the Fire Chief and Board of Directors.
- ix. Meet the District's standards of conduct, perform required job duties satisfactorily and follow all work rules and procedures on an ongoing basis.

8. Employee Education. The District will afford covered workers an opportunity to deal with drug and alcohol related problems. The District will also maintain information relating to the hazards of and treatment for drug and alcohol related problems. Proactive training and information shall be sponsored by the District periodically. Any District employee may seek advice, information and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.

9. Employee Assistance Program.

- a. Employees may obtain counseling and rehabilitation through the Employee Assistance Program ("EAP").
- b. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. The District will assist employees who wish to identify and select an appropriate treatment program.
- c. When an employee voluntarily enters a treatment program which is not associated with disciplinary action or a Return to Work Agreement, the



employee may use any unpaid leave while attending rehabilitation. The employer may specify the order and type of leave taken. After such accommodation, the discontinuation of any involvement with alcohol or drugs may be an essential requisite for employment and is consistent with the District's policy of maintaining a drug free workplace.

10. Confidentiality

- a. Medical confidentiality will be preserved, subject to rights granted by the employee to the Fire Chief and Board of Directors to monitor treatment and program compliance through the District or directly with a health care provider in order to ensure compliance with conditions of employment and ability to return to or remain at work.
- b. Positive test results may only be disclosed to the employee, the appropriate EAP administrator, the appropriate management officials necessary to process an adverse action against the employee, or a court of law or administrative tribunal in any adverse personnel action.
- d. All medical and rehabilitation records in an EAP will be deemed confidential "patient" records and may not be disclosed without the prior written consent of the patient, authorizing court order, or otherwise as permitted by Federal law implemented at 42 CFR Part 2.

b. Definitions.

- a. "Reasonable suspicion" is defined as specific articulable observations by a supervisory employee concerning the work performance, appearance (including noticeable odor of an alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person may be considered as constituting reasonable suspicion for discovery testing for drugs and alcohol where human factors contribute to the incident and a question of sobriety short of reasonable suspicion exists. Reasonable suspicion testing may be based upon, among other things:
  - i. Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;
  - ii. A pattern of abnormal conduct or erratic behavior;
  - iii. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
  - iv. Information provided either by reliable and credible sources or independently corroborated; and
  - v. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

- b. "Under the influence" is defined as any detectable level of a controlled substance (in excess of trace amounts attributable to secondary exposure) in an employee's blood or urine or any noticeable or perceptible impairment of the employee's mental or physical faculties. With respect to alcohol, a blood alcohol content of .04% constitutes under the influence while on duty.
- c. "Controlled substances" are defined as all forms of narcotics, depressants, stimulants, hallucinogens, cannabis, and other controlled substances of which the sale, purchase, transfer, use or possession is prohibited or restricted by The Federal Controlled Substances Act. "Illegal or controlled substances" means a controlled substance included in Schedule I or II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.
- d. "Over-the-counter drugs" are those, which are generally available without a prescription from a medical doctor and are limited to those drugs, which are capable of impairing the judgment of an employee to safely perform his or her duties.
- e. "Prescription drugs" are defined as those drugs, which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

## POLICY 8.9 PERFORMANCE EVALUATION

### A. EMPLOYEE PERFORMANCE REVIEWS

1. Purpose - Communication. Employee performance reviews are an essential communication process between the employee and the immediate supervisor. Such reviews provide information relating to merit, identify areas of training needs, target the strengths and weaknesses of the employee's work performance, and measure the relationship between goals and objectives and the individual employee's job performance. The purpose of evaluations is to let employees know how well they are performing their job and whether they have performance problems. The review process gives employees 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. It also serves as a basis of personnel decisions, merit increases, promotion and termination.
2. Review Process. Performance reviews are completed at least annually in the month of their anniversary date and in accordance with the guidelines and instructions set forth below. Employees and supervisors are required to sign the completed performance review forms. All performance reviews will be reviewed by the Fire Chief and placed in the employee's personnel file. Employees will be provided with a copy of performance reviews.
3. Employees Affected. All regular employees of the District will be evaluated under this policy. The Fire Chief shall be evaluated by the Board Members based upon the consensus of the Board, using a written performance evaluation.
4. Regular Review. All employees will be evaluated at least annually in the month of their anniversary date.
5. Probationary Review. Probationary employees will participate in goal-setting interview/reviews as often as appropriate and will be evaluated in at least two performance progress reviews before being transitioned to regular employee status.
6. Pay and Trial Service Period Recommendations. A recommendation for a merit or step increase and/or extension of trial service period, or passing trial service period to regular employee status, or termination shall be set forth in a performance evaluation as appropriate.
7. Supplemental Evaluation. A supplemental performance evaluation may be submitted on any occasion deemed appropriate by a supervisor.

## B. THE EVALUATION PROCESS

Meaningful performance assessments require both the supervisor and the employee's evaluation of the employee's performance.

1. **The Supervisor.** The employee's immediate supervisor is responsible for timely completion of the official evaluation report. In cases where the immediate supervisor does not have ample opportunities to judge the employee's performance, the lead worker (or others in a position to observe performance) should be consulted in completing the evaluation. The form should be completed initially in pencil, and after discussion with the employee and the reviewer (if needed), the final evaluation will be typed or neatly written in ink.
2. **Common Errors to Avoid in Evaluating an Employee.** No matter how well designed, a performance appraisal program can fail if the supervisors doing the appraisal are not adequately trained and informed. The following guidelines describe some frequent errors to avoid.
  - a. Avoid rating most employees at the high end of the scale. Experience shows that "excellent" and "very good" rating are used more frequently than competent or adequate. This is too often a reflection of the supervisor's lack of confidence in the supervisor's own ability than the employee's performance. A rating of "competent" or "adequate" is not adverse and can generate suggestions for improvement needed to merit a higher rating. Descriptions of excellence should be reserved for those whose performance is truly superior.
  - b. Avoid the "Halo Effect." Raters tend to rate an individual consistently high, average, or low on all factors based on an overall impression. A dependable, conscientious employee does not necessarily produce high-quality work. Consider each factor separately and indicate strong and weak points. Don't hesitate to use the entire scale in your ratings. If the evaluations are to provide meaningful information, they must take advantage of the entire scale.
  - c. Avoid labels. Describe exact behavior. For example, telling an employee of a "bad attitude" does not offer an alternative for improvement or provide the employee with understandable examples of the behavior.
3. **Evaluation Form.**  
(See Employee Performance Evaluation Form in Appendix)
4. **Performance Review Procedures:**  
A written evaluation of each employee's job performance will be normally completed by the employee's supervisor at the end of the employee's trial service period and then the employee's performance will be reviewed annually from the date of the employee's successful completion of the trial service period.

- a. Forms: The supervisor will use performance evaluation forms approved by the Fire Chief. Each evaluation will be completed, dated, and signed by the supervisor.
- b. Employee Review: The supervisor and employee will review the evaluation in detail. Each employee will sign the performance valuation after the review and may attach a written response to the evaluation within five (5) days of the date of the evaluation.
- c. Personnel Record: The performance evaluation will become a permanent part of the employee's personnel record and will be placed in the employee's confidential personnel file.
- d. Review: After an evaluation is completed, the employee's supervisor will review the performance evaluation with the supervisor's next immediate supervisor. Personnel evaluations shall be considered CONFIDENTIAL.
- e. Job Performance Goals and Objectives: The employee and supervisor may establish in writing specific job performance objectives and completion dates as part of each evaluation.
- e. Rating Scale: An employee's job performance will be rated on a five-point rating scale:
  - i. Outstanding: Excellent performance. All job skills are performed at a superior level. The employee works independently and initiates improvements in the operation of the District. Employee has completed all job objectives for the previous year and has performed numerous other work assignments and/or professional development training, demonstrating a superior skill level on most assignments.
  - ii. Above Average: Good to excellent performance on 80 percent of work assignments. The employee works independently and initiates improvements in the operation of the District. Employee has completed all job objectives for the previous year at a skill level of above average.
  - iii. Satisfactory: Employee performance is satisfactory to good in most areas. No major deficiencies noted, but improvements can be made as noted by the supervisor. Employee has accomplished 80 percent or more of the job objectives for the previous year at an average to good skill level.
  - iv. Needs Improvement: Overall employee performance is satisfactory. Deficiencies are noted in one or more areas and improvements are required to achieve satisfactory performance, and/or the employee has accomplished less than 76 percent of the job objectives for previous year; those completed are satisfactory to good.

- v. Unsatisfactory: Overall performance is unsatisfactory and work does not meet acceptable standards. Deficiencies are noted in one or more areas and improvements are necessary to achieve satisfactory performance, and/or the employee has accomplished less than 50 percent of job objectives for the previous year; those completed meet basic standards or need improvement.
  
- f. Merit Salary Adjustment:
  - i. The Fire Chief may recommend an employee for a merit salary increase for satisfactory or superior job performance in accordance with the policy relating to salary increases.
  - ii. The Fire Chief may recommend a reduction in salary if employee performance needs improvement or is unsatisfactory.
  
- 5. Evaluation of the Fire Chief: (See Fire Chief Evaluation in Appendix)

## C. PREPARING FOR AND CONDUCTING THE PERFORMANCE REVIEW

1. Briefly Review General Background Information. The more you know about an employee, the easier it is for you to understand and discuss work performance and behavior. Some time prior to the appraisal discussion, you should review the employee's past history, work experience, education, and previous performance appraisals.
  
2. Arrange for the Interview.
  - a. Set a time and place for the discussion and avoid postponement. Arrange for appropriate privacy and time for the discussion. It is important to prevent interruption if at all possible. A private office or conference room creates a setting in which you and the employee can communicate effectively.
  
  - b. Notify the employee several days beforehand, so that the employee has enough time to prepare for the performance review. One good method of having the employee prepare is to require that the employee evaluate himself. Ask the employee to fill out an appraisal form for discussion and comparison with yours during the interview.
  
3. Conduct the Interview. Approach evaluations as a helper, not a judge. Too often performance appraisal discussions are viewed as a time when the supervisor is the "judge". This is a difficult role which often prevents positive discussion. This is a time when you and the employee can look at job performance and find and discuss ways to improve it.

"Rating" performance involves judgments. However, in the discussion you should focus on specific ways to improve performance, in the role of a helpful teacher.

4. Structure and Format of the Evaluation. The interview should have some structure to it, varying with individual circumstances.
  - a. Create a relaxed climate by indicating overall satisfaction and honest appreciation of job performance.
  - b. Outline the purpose and objectives of the review. Explain the benefits of positive two-way communications about performance -- a clear idea of how the employee is doing and potential steps to improve performance.
  - c. Follow a comfortable sequence during the discussion, for example:
    - i. Past performance -- on each relevant job performance factor;
    - ii. Major strong points and weak points needing greater effort;
    - iii. Specify developmental steps to be taken to improve performance;
    - iv. Goals and the role of the District.
  - d. Encourage the employee to participate. The more an employee discusses performance, the better the review. Listen and gather information. Active listening is very important.
    - i. Use open-ended questions (who, what, when, why and how) which encourage discussion rather than simple "yes/no" responses;
    - ii. Tell the employee you are receiving information, not judging; and
    - iii. Use restatement or reflection. This is a clarification process and feeds back what you are hearing to the employee.
  - e. Discuss areas of good performance first. This is easier if you have required the employee to appraise performance as preparation for the review.
  - f. Focus on areas of performance the employee identifies as not fully satisfactory. Determine what corrective action should be taken, and by whom. Collaborate on the action steps. Do you agree on areas of strengths and weaknesses? The more the employee participates in the plans for improvement, the greater will be the commitment to those plans. Offer useable criticism tactfully and constructively in the context of a discussion of strengths.
  - g. Use specific and realistic improvement targets. Don't try to eliminate all areas of weakness in one session. Concentrate on the most important ones. A development plan with two or three steps is often accomplished. One with eight or nine may cause the employee to give up.
  - h. Discuss personal goals and interest.

- i. Close the discussion by summarizing what has been covered and reviewing the specific steps to be taken by supervisors and the employee. If appropriate, set a follow-up date to discuss progress towards performance improvement.
5. Follow-Up. During the review, specific steps to improve performance were identified. If action needs to be taken by the employee, it should be taken.

If specific training has been recommended, it is important that it be undertaken. If parts of the job description have become obsolete, it should be rewritten.



## POLICY 8.10 FAIR TREATMENT POLICY

### A. GENERAL POLICY

It is the policy of the District to provide for an orderly process whereby employees may have their problems and complaints considered as fairly and rapidly as possible without fear of retaliation. Every effort will be made to find an acceptable solution by informal means at the lowest possible level of supervision

### B. DEFINITION OF NON-DISCIPLINARY APPEAL

If an employee or group of employees in the District believes an injustice has occurred because of one of the following, a written request may be filed under the non-disciplinary appeal procedures:

1. Lack of a District policy or a department policy;
2. A policy that appears unfair;
3. Misapplication of a policy;
4. Disagreement with another employee or supervisor;
5. A discretionary action of the District or a department in the application of the rules and regulations of the District; or
6. Discrimination on the basis of race, color, religion, sex, national origin, marital status, age, expunged juvenile record, association with anyone of a particular race color, sex, national origin, marital status, age or religion, family relationship, mental or physical disability, or application for Workers' Compensation benefits.

### C. NON-DISCIPLINARY APPEAL PROCEDURE

Non-disciplinary appeals should not be presented to the Fire Chief or supervisor in writing, unless the issue is such that it cannot be understood except in writing.

1. Open Door Policy - An employee wishing to discuss any issue or problem of a non-disciplinary nature may meet with the Fire Chief at any reasonable time. This is the established non-disciplinary policy. Access to supervisors may be delayed by District operational requirements.
2. Chain Of Command Policy - Employees wishing to discuss a specific non-disciplinary matter should start with the immediate supervisor and follow the chain of supervisory command. In the event the employee cannot start with the immediate supervisor, he/she is entitled to commence the process at whatever level of supervisory command is available.

### D. HEARING OF APPEAL

When an appeal of a non-disciplinary policy cannot be resolved with the department procedure, the appeal will be directed to the Board of Directors resulting in an investigation and recommendation of the matter on the appeal.

## POLICY 8.11 DISCIPLINE

### A. DISCIPLINE GENERALLY

The orderly and efficient operation of the District requires that discipline be maintained and that proper standards of conduct are observed at all times. We have established rules which all employees must observe. (This section concerning discipline does not apply to the District's Fire Chief, who serves at the pleasure of the Board of Directors.)

As a disciplinary action, the District may issue written warnings, suspensions with or without pay, demotions, pay reduction, probation, discharge, or any other action it determines to be appropriate for departures from proper conduct or violation of District rules.

Following are examples of conduct which violate our standards of conduct for employees. This list is not complete. If you engage in the conduct listed or in conduct the District feels is similar to the kinds of conduct listed, you will be subject to disciplinary action:

- a. Insubordination;
- b. Dishonesty;
- c. Unauthorized use, removal or destruction of District property or the property of other employees;
- d. Excessive tardiness or absences;
- e. Leaving work without prior authorization;
- f. Violation of safety rules or failure to follow safety procedures;
- g. Possession, sale or use of intoxicants or illegal drugs on District premises, in District vehicles or while on District business;
- h. Reporting for work or working while intoxicated, under the influence of illegal drugs or intoxicants, or otherwise unfit for duty;
- i. Abusive language or actions;
- j. Sexual harassment or harassment based upon an employee's membership in any protected class;
- k. Falsification of District records;
- l. Off duty conduct which in the District's view interferes with performance or negatively reflects on the reputation of the District;
- m. Inability or unwillingness to get along with other employees;
- n. Fighting or horseplay;
- o. Violation of any District rule, policy or practice whether written or unwritten.
- p. Possession of firearms on premises.

An employee's overall record may be considered in determining what is appropriate disciplinary action. The District will determine the facts, whether discipline is warranted and what level of discipline, including discharge is warranted.

We believe our rules and expectations are clear. If, however, you have any questions concerning the application or intent of these rules, please consult your supervisor. Your

cooperation in observing our work rules and standards for conduct will make disciplinary action unnecessary.

## B. APPEAL OF DISCIPLINARY ACTION

1. Right to Appeal from Discipline. Any regular employee who is subordinate to the District's Fire Chief, who has been suspended, reduced in pay, demoted or dismissed, may have the right of appeal to the Board of Directors. Notice of the appeal must be filed not later than ten (10) days after the effective date of the action. Such notice shall be in writing and explain the reasons why the disciplinary action is thought to be improper.
2. Who May Appeal. Only regular employees have a right to appeal disciplinary actions. The Board of Directors, in any manner as it may deem proper, may give consideration to all suggestions and complaints that concern proper administration of the personnel policies.
3. Investigations. In connection with an appeal, complaint, protest, or any other purpose authorized by the personnel policies, the Board of Directors may conduct such investigation as the Board deems necessary.
4. Hearings.
  - a. Conduct of Hearings. A hearing upon timely request before the Board of Directors is intended solely for the purpose of receiving evidence either to refute or substantiate specific charges brought to the Board of Directors. In lieu of conducting a hearing, the Board may hire a hearings officer to conduct proceedings and submit recommended findings to the Board of Directors.
  - b. Counsel or Representative. In appealing a disciplinary action to the Board of Directors, an employee may, but is not required to have counsel or other representation. The employee or his/her spokesperson may examine and cross-examine witnesses, make statements, summarize testimony, and otherwise conduct the hearing.
5. Board of Directors Findings. If, after receiving evidence presented in hearings on disciplinary actions, the Board of Directors finds that the complained-of action taken by the Fire Chief was reasonable and consistent with policy, the Board of Directors may affirm the action; if the Board of Directors finds that the complained-of action taken by the Fire Chief was not so made, the employee may be reinstated to the position and will not suffer any loss in pay or status and the personnel file will be purged of such record. The Board of Directors, in lieu of affirming the disciplinary action may modify the discipline as circumstances may warrant. The decision of the Board of Directors shall include a finding of fact and shall be final and binding.

## POLICY 8.12 EMPLOYEE ASSISTANCE PROGRAM

### A. PURPOSE

The objective of the Employee/Volunteer Assistance Program ("EAP") is to assist and retain valued Employee/Volunteers and reduce the potential for difficulties in the work force stemming from Employee/Volunteers' needs and difficulties which otherwise may not be addressed. Problems of a personal nature can have an adverse effect on an Employee/Volunteer's job performance. Most personal problems can be dealt with successfully when acknowledged and referred to an appropriate counselor or resource person. The purpose of the Employee/Volunteer Assistance Program is to provide confidential services through appropriate arrangements with outside resources. The program is intended to afford help in the broad range of human problems such as emotional/behavioral, family and marital, alcohol and/or drugs, financial, legal and other personal problems. The program provides problem assessment, short term counseling and referral services. Costs for these services are covered by the employer.

### B. POLICY

1. The policy applies to all employees of the District, who receive full benefits, regardless of job title or responsibilities and to all Volunteers including Volunteer Firefighters, Board Members and Volunteer Support members.
2. The program is available to Employee/Volunteers and their families on a self-referral basis. Employee/Volunteers or family members who have personal problems and may benefit from assistance are encouraged to use the program.
3. Participation in the program will not jeopardize an Employee/Volunteer's job security, promotional opportunities or reputation.
4. All records and discussions of personal problems will be handled in a confidential manner as are other medical records. These records will be kept by the designated counseling resource and will not become a part of the Employee/Volunteer's personnel file. The District will not be informed of matters discussed unless the Employee/Volunteer requests.
5. When work related performance problems are not corrected in response to supervisory attention, the supervisor should consider whether the Employee/Volunteer should be encouraged to seek assistance to determine if personal problems are causing unsatisfactory performance. Performance problems which persist will be dealt with corrective action or discipline as appropriate.
6. Personal problems are not a justification for lower performance requirements. A reasonable toleration period may be established as part of a work plan of accommodation after an Employee/Volunteer has sought help through the program upon recommendation of counselor.

7. It is the responsibility of all managers to utilize the program as appropriate to assist in resolving job performance problems which result from identifiable personal problems.
8. Sick leave (leave of absence for Volunteers) may be granted for treatment or rehabilitation on the same basis as is granted for ill health. Consideration may be given for the use of leave without pay.
9. This policy does not alter or replace other policies or terms of labor agreements.
10. The District encourages employees and volunteers to seek initial assistance through the District Chaplains. If further assistance is needed, the District will provide for short-term counseling and referral services up to three sessions per request.

## POLICY 8.13 SUGGESTIONS, INCENTIVES AND EDUCATION PLANS

### A. SUGGESTION POLICY

The District supports the use of an employee suggestion program to bring dollar saving ideas to the attention of the Fire Chief and encourages employees to take an increased interest in the operation of the District.

### B. RECOGNITION

The District values its employees and desires to recognize employee's length of service, outstanding accomplishments and work performance with certificate and award programs.

### C. IN-SERVICE TRAINING

Employees and supervisors are encouraged to take advantage of training opportunities in order that services rendered to the District will be more effective.

Training sessions may be conducted during regular working hours at the discretion of the Fire Chief. Training sessions conducted outside the employee's regularly scheduled work hours must have prior approval from the Fire Chief.

### D. EDUCATIONAL OPPORTUNITIES

1. The District will reimburse an employee for the cost of tuition for courses and degree programs directly related to the employee's work. The courses must be offered at any accredited institution for higher education (e.g., Chemeketa Community College, Linn-Benton Community College, Western Oregon State College, Portland State University, etc.) and be conducted outside the employee's regularly scheduled work hours, provided that:
  - a. Attending or taking such courses is voluntary and the employee is advised that non-attendance will not prejudice his or her working conditions or employment standing;
  - b. The employee is instructed not to perform services on behalf of the District while attending any such session;
  - c. Funds for such expenditures are available in the current budget;
  - d. The employee has made application through the Training Officer to the Fire Chief prior to registration, and has received written approval for participation in the educational program;
  - e. The employee submits evidence of a passing grade of "C" or higher or "Pass", and satisfactory completion of the course;

- f. The employee is not receiving reimbursement for no more than six (6) credit hours per semester;
  - g. The employee is eligible for reimbursement for no more than six (6) credit hours per semester;
  - h. Prior to approval of an eligible educational class or program, the Fire Chief may require the employee to sign an agreement or professional growth plan related to the education costs and the employee's future employment with the District. The Board of Directors must approve all educational agreements or professional growth plans.
2. Courses which are only offered during regular working hours may be approved by the Fire Chief, provided time off may be arranged conveniently and reasonable arrangements can be made for the employee to make up time off.
  3. The District will reimburse an employee for the expense of attending classes, lectures, conferences, or conventions when the employee has been directed to attend on an assignment basis. The assignment will have prior approval of the Fire Chief.
  4. Normally the cost of textbooks and technical publications required for such courses will be the responsibility of the employee. If the District purchases any of the textbooks and publications for such courses, said textbooks and publications will become the property of the District.
  5. Employees are advised that educational and in-kind benefits from the District to an employee may be counted as part of the employee's compensation by the Federal Internal Revenue Service (IRS) and will be reported on W-2 forms at the end of the year as income.



## POLICY 8.14 COPYRIGHTS AND PATENTS

- A. All publications, articles, equipment, audio and/or visual materials and other items produced for District use with District time and funds by an employee(s) shall remain the property of the District. All rights to such property, copyrights and/or patents shall be retained by the District. This policy also applies to providing contracted service or producing works for hire.
- B. In the event the articles are produced partly on District time, the District reserves the right to claim full ownership. The employee(s) may petition the District for assignment of copyright or patent rights.
- C. In the petition, the employee(s) shall provide the Board with full, complete and timely information and disclosure with respect to any such item. The Board may then waive or relinquish any copyright or patent interest in the item within 90 days of such full disclosure by an employee(s).

## POLICY 8.15 SELECTION AND DUTIES OF THE LEGAL COUNSEL

- A. At the first regular meeting of the Board in July of each year, the Board shall select legal counsel for the District.
- B. Legal counsel shall advise the Board of Directors on specific legal problems submitted and recommend a course of action.
- C. The Fire Chief has general authority to seek legal counsel. Individual Board Members and/or staff are not so authorized.

POLICY 8.16            CIVIC INVOLVEMENT

- A.     Employees are encouraged to participate in civic activities and non-profit organizations with the Stayton community, in addition to service related organizations.

The Fire Chief may authorize payment of membership dues for no more than one (1) employee per organization.

- B.     The District will reimburse an employee for the amount of membership dues incurred by an employee, provided that:

1.     The employee has made application through the Fire Chief and has received written approval for District payment of the employee's membership dues
2.     The employee's attendance or participation is voluntary and he or she is advised that non-attendance or non-participation will not prejudice his or her working conditions or employment standing
3.     The employee is instructed not to perform services on behalf of the District while attending any meetings or activity sponsored by the organization
4.     Funds for such expenditures are available in the current budget
5.     The employee is not receiving reimbursement for membership dues from any other source

- C.     Meetings or activities of the civic group or non-profit organization which are only offered during regular working hours may be approved by the Fire Chief, provided time off may be arranged conveniently and reasonable arrangements can be made to make up time off.

- D.     District employees may provide services to civic and non-profit organizations on an assignment basis as part of an employee's regular duties for the District.

- E.     Authorized expenses incurred by an employee will be reimbursed in accordance with the Travel and Expense Reimbursement Policy.

## CERTIFICATE OF RECEIPT OF POLICY

I certify that I have received a copy of the Personnel Policies and Procedures of the District. I understand that it is my responsibility to read and ask questions if necessary regarding personnel policies.

I accept responsibility for understanding and complying with the District's policies. I understand that my employment can be terminated with or without cause, at any time, at the option of either the District or myself, subject however only to such restrictions as may appear in the District Policies and Procedures Manual, as each may be amended periodically. I understand that no one except the Fire Chief and Board of Directors, has the authority to enter into any agreement in writing, contrary to the personnel policies and procedures of the District.

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Signature

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Date

## APPENDIX

- Compensatory Time Off Agreement
- Employee Performance Evaluation
- Last Chance Agreement & Release
  - Cellular Phone Waiver