

# **Travis County Emergency Services District No. 5**



## **Manchaca Fire/Rescue**

### **Personnel Handbook**

April 2025

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## Welcome to Travis County Emergency Services District #5

Dear Employee/Member,

Welcome to Travis County Emergency District #5 ("District"). Thank you for joining us! We want you to feel that your association with us will be a mutually beneficial and pleasant one. As an employee, you have joined an organization that has established an outstanding reputation for quality services.

Credit for this reputation goes to our ESD Commissioners and leadership staff. We hope you will find satisfaction and take pride in your work here.

This handbook, our operating guidelines, directives, etc. provides answers to most of the questions you may have about the district's operations and benefit programs, as well as the policies and procedures we abide by -- our responsibilities to you and your responsibilities to the District. If anything is unclear, please discuss the matter with your supervisor. You are responsible for reading and understanding this handbook, and the operating guidelines. Your performance evaluations will reflect your adherence to District policies. In addition to clarifying responsibilities, we hope this handbook also gives you an indication of the District's interest in the welfare of all who work here.

From time to time, the information included in our handbook may change. Every effort will be made to keep you informed through suitable lines of communication, including pages, postings on our web site, e-mail, notices placed in your mailbox, and/or notices forwarded to you.

Compensation, teamwork, and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working -- pleasant relationships and working conditions, personal development and promotion opportunities, and other benefits are just a few. I am committed to doing my part to assure you a satisfying and pleasurable work experience.

I extend to you my personal best wishes for your success and happiness with our District.

Sincerely,



Chris Barron, MBA

Fire Chief

## Introduction

As an employee, you will be expected to contribute your talents and energies to improve the environment and quality of the District, as well as the District's services. In return, you will be given opportunities to grow and advance in the District and your career.

The District is dedicated to two standards:

- To provide our citizens with the best quality services, and
- To do our best to make your job easier, safer, and an enjoyable profession.

Even though fire service is one of the most hazardous professions, we always put safety first. We believe it is our duty to provide you with a safe workplace. Our safety philosophy expresses our two-part safety philosophy that:

- Predictable events have preventable actions, and;
- No activity will be performed in an unsafe manner.

If you are an employee, the only things we require from you to secure your continued employment, compensation, advancement, and benefits are continued acceptable performance, a good team attitude and be truthful and respectful in your position. It is our responsibility, however, to inform you that, under Texas Law, all employment is "at will," meaning that the District may cease to continue to employ you without cause when the District alone determines that your continued employment is not in our or the community's best interest.

No one will be denied opportunities or benefits on the basis of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions; nor will anyone receive special treatment for those reasons.



## **Your Benefits with the District**

The District currently provides the following additional benefits for all staff and members each year:

- Competitive Market Pay Scale
- 48/96 Hour Shift Schedule
- Health/Dental/Vision Insurance
- Employee Assistance Program
- Longevity Pay
- Short/Long Term Disability Coverage
- Accidental Death and Dismemberment and Burn Policies
- Incentive pay for additional certifications, college education, and multi-lingual
- Workers' Compensation
- Funeral (Bereavement) Leave
- Length of Service Awards
- Training
- Certifications and Continuing Education Programs
- Holiday Pay (If your work shift falls on a holiday)

From year to year, these benefits may change. We will attempt to keep you informed of those changes through our memos, emails, and website.

## **Purpose of This Handbook**

This handbook has been prepared to inform you about the District's philosophy, employment practices and policies, as well as the benefits provided to you as a valued member or employee, and the conduct expected from you.

Handbooks, guidelines, or policies cannot answer every question, nor would we want to restrict the normal question and answer interchange among us. It is through our person-to-person conversations that we can better get to know each other, express our views, and work together as a team.

We hope this handbook will help you feel comfortable with us. We depend on you -- your success is our success. Please do not hesitate to ask questions. Your supervisor will gladly answer them or seek assistance in finding an answer for you. We hope you will enjoy your association with our District and with your fellow members.

We ask that you read this handbook carefully and refer to it whenever questions arise. We also suggest that you take it home so your family can become familiar with the District and our policies.

The District's policies, benefits, and rules, as explained in this handbook, may be changed from time to time as business, employment legislation, and economic conditions dictate. Further, the District, at its option, may change, delete, suspend, or discontinue any part or parts of the policies in this handbook at any time without prior notice. If and when the provisions are changed, all employees will receive notice through the District's communications process. The official and current version of the handbook will be the version posted on the District's web site.

Employees may not accrue eligibility for monetary benefits that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.

No one other than the Fire Chief of the District may alter or modify any of the policies in this handbook. From time-to-time, the handbook will be reviewed for content, relevance, and District operation; at such time, notice will be given for feedback and suggestions from the District. No statement or promise by a supervisor may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this handbook be found to be unenforceable and/or invalid, such findings do not invalidate the entire handbook, but only the subject provision.

## District Info and History

Travis County Emergency Services District #5, was organized by citizens in the Manchaca area of Travis County. The original fire District serving the community was the Manchaca Volunteer Fire Department. The department was formed in 1968 and incorporated as a Texas non-profit corporation in 2005. The initial board had 5 directors: Ray M. Turner, Gene Williams, Walker P. Nance, Randolph W. Walker, and Martin T. Moser. The initial registered office of the corporation was 10111 Slaughter Lane, Route 5, Austin, Texas, and Ray M. Turner was the initial registered agent. Initially funded solely by donations, the District assisted in the formation of Travis County Rural Fire Prevention District #7 in 1985, later converting to Travis County Emergency Services District #5 in 1993. Much of the District's funding currently is derived from property tax receipts and a 1.5% Sales Tax on goods and services sold within the service District.

Today, the District is a career emergency services organization that serves an area of southern Travis County approximately twelve square miles in size that boasts a population of approximately 17,000 residents and contains approximately \$3,067,049,925 in taxable property. The apparatus fleet consists of two Engines, one Brush truck, one Squad, one Tender, one Support, one UTV vehicle, a Battalion Vehicle, and Command Vehicle. Our call volume is approximately 1700 calls per year, and we maintain an average response time of five and a half minutes. As almost 59% of our call volume is first-response EMS it is important that our staff are dual certified in fire suppression and EMS medical response.

Operating solely with volunteers until 2005, the District now employs 18 full-time firefighters, drivers, and officers working 24 hours a day. The District also employs a full-time Fire Chief, Risk Reduction Officer and Captain working normal business hours.

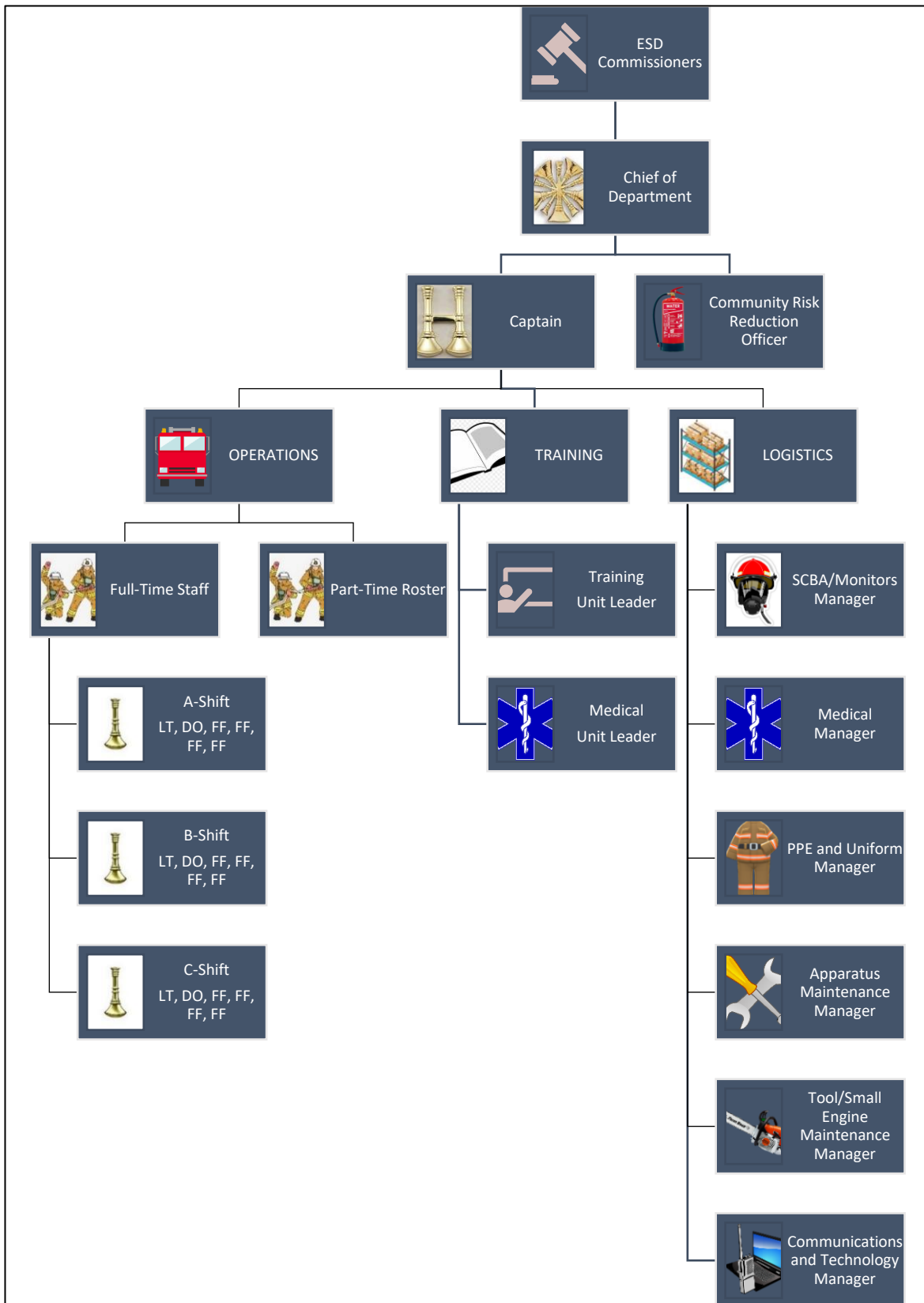
Dispatch communications are coordinated on a twenty-four-hour basis through the City of Austin Combined Transportation, Emergency, and Communications Center. All personnel have radio communication/notification devices. Training is conducted according to the Texas Commission on Fire Protection, Texas Department of State Health and Human Services. The District provides all protective personal equipment and issues only NFPA approved safety equipment. In addition to fire suppression, the District engages in fire education/safety, fire prevention and inspection enforcement, slope rope rescue, swift/still water rescue, vehicle extrication and hazardous materials mitigation.

The District participates in the Travis/Williamson Counties Auto-Aid Coalition which provides for the closest fire unit to respond to an emergency regardless of jurisdiction.

This handbook has been prepared to inform you about the District's mission, vision, core values, employment practices, and policies. This handbook, and all the policies described herein, applies to all employees of Travis County Emergency Services District #5. We hope this handbook will help you feel comfortable with us and set forth our expectations from you during your time with the District. We ask that you read this handbook carefully and refer to it whenever questions arise.

The District maintains the right to establish, change, and abolish provisions in this handbook at any time, with or without prior notice to the District's employees. If and when provisions are changed, you will be given replacement pages for those that have become ineffective and outdated. This handbook supersedes and replaces any and all previous personnel handbooks.

# District Organizational Chart



## **What You Can Expect From the District**

The District's established employee/member relation's policy is to:

- 1.** Operate a safe and efficient emergency services District.
- 2.** Select people on the basis of skill, character, attitude, initiative, training, ability, attitude, and character without discrimination in regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions.
- 3.** Pay personnel according to their rank and years of service with our District.
- 4.** Review wages, employee benefits and working conditions as appropriate with the objective of providing benefits in these areas consistent with sound business practices.
- 5.** Provide eligible employees with meaningful benefits.
- 6.** Dedicate ourselves to constant improvement.
- 7.** Develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions, and constructive criticisms of fellow employees.
- 8.** Assure members and employees have an opportunity to discuss any problem with the officers of the District.
- 9.** Make prompt and fair adjustment to any complaints which may arise in the everyday conduct of our business, to the extent that is practical.
- 10.** Respect individual rights and treat all employees with dignity, patience, courtesy and understanding.
- 11.** Maintain mutual respect in our working relationship.
- 12.** Provide stations and offices that are orderly and safe.
- 13.** Promote personnel on the basis of their knowledge, skills, and abilities.
- 14.** Make promotions or fill vacancies from within the District whenever practical.
- 15.** Keep all members and employees informed of the progress of the District, as well as the District's overall aims and objectives.

## What the District and Command Staff Expects From You

Your first responsibility is to know your own duties and how to do them promptly, correctly, and pleasantly and safely. Secondly, you are expected to cooperate, have a good attitude with management and your fellow employees. How you interact with fellow employees and those whom the District serves, and how you accept direction can affect the success of the District. **Lastly, we want you to treat our customers better than you would want to be treated if it was your emergency.** We are going to someone's bad day, and it is our duty to try and make it better, providing care as necessary and reassurance to someone hurt or ill. In turn, the performance of one individual can impact the entire service offered by the District. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability. The result will be better performance for the District overall, and personal satisfaction for you.

You are encouraged to grasp opportunities for personal development that are offered to you. This handbook offers insight into how you can meet and exceed the District's expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to your supervisor; and we are dedicated to making the District a place where you can approach your supervisor to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of the District.

Remember, you help create the healthy, pleasant, and safe working conditions that the District intends for you. Your dignity and that of fellow employees, as well as that of our customers, is important. Treat the community and our customers as you would want your family members to be treated; with the dignity, respect, compassion, and service they deserve.

## **Mission**

To improve the quality of life by treating others better than one's expectations, being professional, and providing excellent customer service.

## **Vision**

Travis County ESD #5's vision is to exceed our community's expectations by delivering an exceptional level of customer service, patient care, and pre-and-post-incident assistance. We will utilize the funding provided by our taxpayers to provide services that are above their expectations.

## **Core Values**

1. The community is the reason for our existence;
2. Value the faith and trust of the community, and continually work to deserve that confidence through our approach and conduct;
3. All members of our District are entitled to our best efforts;
4. To strive for excellence in everything we do;
5. Honesty, fairness, and integrity will not be compromised;
6. Be professional and provide courteous service at all times; and
7. Be sensitive to the changing needs of the community.

## **1.0 Employment**

### **1.1.1. Personnel Administration**

The responsibility for handling personnel records and related personnel administration functions at the District has been assigned to the Chief. Questions regarding insurance, wages, and interpretation of policies should first be directed to your supervisor. If questions still remain, you should direct them to the administrative staff or the Fire Chief.

### **1.1.2. Your Personnel File**

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify your supervisor and the Fire Chief as soon as possible:

- Legal name
- Home address
- Home telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Change of beneficiary
- Driving record or status of driver's license if you operate any District vehicles
- Military status
- Exemptions on your W-4 tax form
- Direct Deposit information

Coverage or benefits that you and your family may receive under the District's benefits package could be negatively affected if the information in your personnel file is incorrect.

Since the District refers to your personnel file when we need to make decisions in connection with promotions, transfers, layoffs and recalls, it is to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.

You may see information kept in your own personnel file if you wish, and you may request and receive copies of all documents you have signed. Please ask your supervisor to make arrangements for you.

### **1.1.3. Employment Classifications**

At the time you are hired, you will be classified as full-time, part-time, or temporary, all policies described in this handbook and communicated by the District and the Fire Chief apply to all employees. If you are unsure of which job classification your position fits into, please ask your supervisor.



### **1.1.3.1. Full and Part-Time Employees**

As an employee, you are governed by the policies and benefits in this handbook and operating guidelines. As a full-time firefighter/EMT your work hours are governed by article 29 USC §207(k) of the Fair Labor Standards Act (FLSA), which places you on a 106-hour work schedule in a 14-day work period (a.k.a. a 53-hour week schedule). The District utilizes a part-time roster to assist with filling vacancies in the full-time schedule and with occasional augmentation of staffing.

Part-time members that are not available on a reliable basis to assist with this mission may be dropped from the part-time roster.

Full-time regular employees are employees who have successfully completed the introductory period and are regularly scheduled to work at least 40 hours a week. Such employees may be exempt or nonexempt. Even after successful completion of the introductory period, the employment relationship may be terminated by the employee or the employer at any time, at-will, either with or without cause.

Part-time regular employees are employees who have successfully completed the introductory period and are scheduled to work less than 40 hours a week. Any work performed for the District by a part-time employee must be done during normal business hours, and at the assigned District facilities for the employee, unless prior approval is obtained from the part-time employee's supervisor. Required work for a part-time employee that regularly occurs after normal business hours, such as required presence at Board meetings or special assigned weekend functions is allowed without supervisor approval.

Exempt employees include all regular employees who are classified by the District as exempt from the overtime provisions of the Federal Fair Labor Standards Act and Texas state law. Exempt employees are not entitled to receive overtime compensation.

Non-exempt employees include all employees who are classified by the District as non-exempt subject to overtime and other similar provisions of the Federal Fair Labor Standards Act and Texas state law.

The above employment classifications are determined and assigned by the District at the time an employee is hired and will not change because of fluctuation in the scheduled hours of work. Changes in employment classification may only be made in writing, authorized by the Fire Chief.

No statement in this Handbook is intended to conflict with provisions of the Fair Labor Standards Act governing exempt employees and the employer's treatment of exempt employees. Employees that have been improperly classified as exempt employees and have not been properly compensated according to the FLSA will be fully reimbursed.

### **1.1.3.2. Temporary Employees**

From time to time, the District may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule, and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six months in duration. Summer employees are considered temporary employees.

If you are a temporary employee, Part time firefighter or volunteer please understand that you are not eligible for benefits described in this handbook, except as granted on occasion, required by various benefit plans, or to the extent required by provision of state and federal laws. Those temporary employees classified as "nonexempt" (see the definition that follows) who work more than forty hours during any work week will receive overtime pay.

### **1.1.3.3. "Non-Exempt" and "Exempt" Employees**

At the time you are hired, all employees are classified as either "exempt" or "non-exempt." This classification is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of federal standards (40 or 53) per week. These employees are referred to as "non-exempt" in this handbook. "Non-exempt" means that they are not exempt from receiving overtime pay.

**Note:** See "Wage & Salary Policies" in the "Compensation & Performance" section of this handbook for a full description of overtime payment policies.

Exempt employees include non-firefighting, management staff, and other technical staff whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted.

## **1.20 Employment Policies**

Whether you are new to the District or returning to the District, you may feel a little strange in your new surroundings. This is a normal feeling and is expected; fellow employees, especially your supervisor, want to help you get off to a good start. Feel free to ask them for help concerning anything you do not understand.

One of the first things you should do is carefully read this handbook. It is designed to answer many of your questions about the practices and policies of the District, what you can expect from the District, and what the District expects from you.

### **1.2.1. Hire Date**

Your hire date as a full-time employee is your first date reporting to work. For part-time personnel, your hire date is the date that all portions of the hiring process have been completed after the conditional offer of employment and the Fire Chief has approved you

for duty. For personnel that have transitioned from part-time to full-time staff, your anniversary date will be that of your initial hire date as a part-time member.

### **1.2.2. Employment Tests**

If you have a disability, it may preclude you from filling one of the firefighter positions. The District has established a physical agility test (PAT) test for employment. The employment process may include any or all of the following: PAT test, written exam, skills exam, interview board, the Fire Chief's interview, medical evaluation, drug screen, background check, and psychological evaluation. The positions within the District will be awarded based upon how well you did on these evaluations.

### **1.2.3. At Will Employment**

In accordance with Texas law, all employment and compensation with the District is "at will," which means that you may be indefinitely suspended or terminated with or without cause, and with or without notice, at any time, at the option of either the District or yourself, except as otherwise provided by law.

**The handbook does not create a contract, either expressed or implied, between you and the District.**

### **1.2.4. Bonding Requirement**

Under certain circumstances, such as being responsible for the receipt and distribution of District funds, the District may require that you be bonded. It is your responsibility to ensure that you are able to obtain a bond; however, the District will pay the cost of bonding. Should you fail to maintain these qualifications, you will be subject to transfer to another position, if available, or dismissal.

### **1.2.5. Hours of Operation**

Our administration office hours are from 0900 to 1700, Monday through Friday. However, we provide fire and EMS response 24-hours per day, seven days a week.

### **1.2.6. Confidential Information**

During and before fire and EMS incidents, our citizens/customers entrust the District with important information relating to their personal lives or their businesses. The nature of our relationship with our customers demands the maintenance of confidentiality. By safeguarding the information received, the District earns the respect and further trust of our citizens/customers.

Your employment with the District assumes your acceptance of an obligation to maintain confidentiality, even after you leave our employment. Any violation of confidentiality seriously

injures the District's reputation and effectiveness. Therefore, you may not discuss information regarding a patient or the property of any of our customers with anyone who is not a member of the District; and you should never discuss confidential information with anyone who does not have a direct need to know. Even casual remarks about a patient or a property can be misinterpreted and repeated, so you must develop the personal discipline necessary to maintain confidentiality. If you hear, see, or become aware of anyone breaking this trust, step forward and remind the individual of their responsibility for confidentiality.

If someone outside the District questions you and you are concerned about the appropriateness of giving them certain information, remember that you are not required to answer, and that we do not wish you to do so. Instead, as politely as possible, refer the request to your supervisor or to the Fire Chief.

No one is permitted to remove or make copies of any District records, reports, or documents without the prior approval of the Fire Chief of his/her designee. No one should release security codes to any individual without the express approval of their supervisor.

Because of its seriousness, disclosure of confidential information could lead to dismissal, loss of licensure/certification and/or civil and/or criminal penalties.

### **1.2.7. Criminal History**

The District requires a pre-employment background check on all applicants who are offered and who accept an offer of employment. Your service with us will be conditional upon our review of the information in the background check. The District reserves the right to conduct these checks periodically during your service with the District.

### **1.2.8. Public Relations**

The success of the District depends on the quality of the relationships between the District, our employees, our customers, and the general public. Our customers' and the public's impression of the District and their interest and willingness to support us is formed by the actions and conduct of those who serve them. In a sense, regardless of your position on the District, you are the District's ambassador. The more goodwill you promote, the more our citizens and customers will respect and appreciate you and the District's services. The following are several things you can do to help give customers a good and proper impression of the District:

- Act competently and deal with the public and/or our customers in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other employees at all times.
- Follow up on all requests and questions from the public promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly and professional manner.
- Show respect for other firefighters, officers, customers, and ESD Commissioners.

- Take pride in your work and enjoy doing your very best.
- Take Initiative at the fire station and on an incident.
- Conduct yourself on-scene in the most professional manner.

These are the building blocks for you and the District's continued success.

### **1.2.9. Driver's License & Driving Record**

Employees whose work requires the operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to the District and our insurer. Any member that drives a fire apparatus over 26,000 lbs. must possess a Class B Exempt driver's license as a minimum. Any changes in your driving record must be reported to the District immediately.

Failure to do so may result in disciplinary action, up to and including indefinite suspension.

**Note:** See "Traffic Violations" and "Use of District Vehicles" in the "Other Policies" section of this District Handbook for further information.

### **1.2.10. Equal Employment Opportunity**

The District will not discriminate in the employment and opportunity due to race, color, religion, creed, national origin, ancestry, disability, sex, or age. The policy in this matter is to:

- Strictly follow personnel procedures that will ensure equal opportunity for all people without regard to race, color, religion, creed, national origin, sex, age, ancestry, marital status, disability, veteran, or draft status.
- Comply with all the relevant and applicable provisions of the Americans with Disabilities Act ("ADA"). The District will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability.
- Make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made does not require significant difficulty or expense.
- Achieve understanding and acceptance of Equal Employment Opportunity by all employees and by the communities in which the company operates;
- Thoroughly investigate instances of alleged discrimination and take corrective action if warranted;
- Be continually alert to identify and correct any practices by individuals that are at variance with the intent of the Equal Employment Opportunity Policy.

The District would like to reaffirm this policy and call upon all personnel to effectively pursue the policy as stated.

The District is committed to seeing that the District's equal employment opportunity policies are implemented, but employees share in that responsibility by assuring, in their personal actions, that the policies are effective and apply uniformly to everyone.

Any employees, including supervisors, involved in discriminatory practices will be subject to discharge.

### **1.2.11. Former Employees**

Depending on the circumstances, the District may consider former personnel or employee for re-employment. Such applicants are subject to the District's usual pre-employment procedures. To be considered for re-employment, an applicant must have been in good standing at the time of their previous termination of employment with the District and must have provided at least two weeks advance notice of their intention to terminate their employment with the District.

### **1.2.12. Harassment Policy**

The District intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility, or other offenses that might interfere with work performance. Harassment of any sort - verbal, physical, or visual - will not be tolerated. Harassment can take many forms. It is not necessarily sexual in nature. In particular, harassment based on race, sex, religion, national origin, age, and disability are prohibited.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties of their position or creates an intimidating, hostile, or offensive working environment, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

All District employees, and particularly our officers, have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether as the victim of harassment, by witnessing the incident, or being told of it, must report it to their immediate supervisor or an officer. If your supervisor is the alleged harasser or is believed to tolerate or abet the harassment, a report of the harassment should be made to the supervisor's supervisor or to the Fire Chief. If the Fire Chief is alleged to be the harasser, report should be made to any of the District's Commissioners. When a supervisor or officer becomes aware that harassment might exist or may have occurred, the supervisor or officer shall take prompt and appropriate action, whether or not the victim wants the District to do so.

Any incidents of harassment must be reported to your supervisor, Officer, or the Fire Chief immediately. In all cases, the Fire Chief will be sent notification of any harassment claim without delay. Appropriate investigation of the incident and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved.

Any employee found to have harassed a fellow employee or subordinate would be subject to disciplinary action up to and including indefinite suspension. The District will also take any additional action necessary to appropriately address the situation. No adverse employment action will be taken against any employee making a good faith report of alleged harassment.

The individual who makes unwelcome advances, threatens or in any way harasses another employee may be personally liable for such actions and their consequences. Except as may be provided by insurance coverage maintained by the District, the District will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed against them.

### **1.2.13. Health Examinations and Drug Screening**

The District reserves the right to require an employee to participate in an initial health examination to determine the employee's fitness to perform his/her essential job functions and periodic (normally annually) physicals to monitor changes in the employee's wellness. The District shall pay for all such health exams.

The District also reserves the right to require an employee to participate in an initial drug screen as a part of the hiring process. Also, members may be required to participate in drug screening from reasonable suspicion of impairment, random drug testing, as a part of an accident or injury investigation, or as a condition of a disciplinary action.

### **1.2.14. How You Were Selected**

We select our personnel through written application, personal interview, a physical agility exam (where appropriate) and reference checks. After all available information is considered and evaluated; you are selected to become a member of our team. This selection process helps the District find and employ people who are concerned with their own personal success and the success of the District; people who want to do a job well and who can carry on their work with skill and ability; people who are comfortable with the District and who can work well with our team.

### **1.2.15. Probationary Period**

Your first six months of employment is considered your Probationary Period. This Probationary Period will be a time to get to know your fellow employees, your supervisor, and the tasks involved in your job position, as well as becoming familiar with the District's services. Your supervisor will work closely with you to help you understand the needs and processes of your job.

This Probationary Period is a try-out time for both you, as an employee, and the District, as an employer. During this Probationary Period, the District will evaluate your suitability for employment, and you can evaluate the District as well.

If, during this period, your work habits, attitude, attendance or performance do not measure up

to our standards, we may release you. If you take approved time off in excess of five workdays during the Probationary Period, the Probationary Period may be extended by that length of time. Benefits begin on your first day of employment and are not affected by the Probationary Period.

At the end of the Probationary Period, your supervisor will discuss your job performance with you. This review will be similar to the job performance review that is held for full-time or part-time employees on an annual basis. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the Probationary Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause."

### **1.2.16. Job Descriptions**

The District maintains job descriptions for each position in the District. When your duties and responsibilities are changed, your job description will be updated within a reasonable time. You will be provided a copy of your job description as part of the annual review process. If you need an additional copy of your job description, please ask your supervisor or the Fire Chief.

### **1.2.17. Knowledge of the District**

After having learned to competently perform your own duties, your next step is to familiarize yourself with the roles and responsibilities of other District team members. This knowledge will prove valuable to you, our customers, and the District as well. In order to enhance our capabilities and increase your professional talents, the District may provide cross training that will allow you to learn other duties and responsibilities.

Knowledge of all the services provided by the District will help you respond to questions regarding the District and will increase our customers' confidence in our District. If you do not know the answer to a question, do not try to guess the answer. If you are unsure of the correct information, refer the inquiry to your supervisor or to a more knowledgeable person.

### **1.2.18. Outside Employment**

As long as your conduct is legal and does not reflect adversely on the District, what you do on your free time is your own business. If you are employed by the District in a full-time position, however, the District expects that your position here is your primary employment, and we have your full energies and commitment. Any outside activity must not interfere with your ability to properly perform your job duties here.

If you are thinking of taking on a second job, you must notify your supervisor immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job with us. If your outside employment is deemed to not adversely affect your work



here, the Fire Chief will approve you having a secondary position while with us.

The District prohibits the use of the District's or the Department's name or graphics in association with your outside employment. This includes referencing yourself as an employee of the District or using the name of the District or the Department in advertisements, decals, business cards, stationery, electronic mail documents or other forms.

### **1.2.19. Proof of U.S. Citizenship and/or Right to Work**

Federal regulations require that before receiving compensation from the District, all applicants must:

- Complete and sign Federal Form I-9, Federal W-4; and
- All applicants who are hired need to present documents of identity and eligibility to work in the U. S.

### **1.2.20. Safety Policy**

Although the provision of emergency fire and medical services is a dangerous profession, that fact does not release us from the responsibility to perform all our fire, rescue, and EMS activities in a safe manner.

Our District's safety philosophy is based on two inviolate fundamental principles:

- Predictable events have preventable actions (examples accidents, injuries, and job-related illnesses) and.
- Second, if an operation cannot be done safely, we will not do it until the unsafe condition is rectified.

Our officers are responsible for implementing effective safety practices for all operations under their control. They are responsible for identifying hazards, establishing proper fire attack methods and EMS approaches to an incident, training all members under their command in safe operating procedures, assuring that the firefighters and EMS personnel on the scene have all appropriate equipment and other resources for safely performing the task, and monitoring at all times the scene activities to verify that safety practices are implemented.

All firefighters and EMS personnel are responsible to perform all fire and EMS activities safely. **Personal safety is not optional.** It will be the responsibility of all members to inform their supervisor of any condition on-scene, in training, or at the stations, which they perceive as a potential safety hazard.

Safety must always be built into our fire and EMS activities and shall take precedence over expediency or "short cuts." Although our District will always be challenged to be aggressive in the provision of our emergency services, it must be understood by all members that our aggressiveness must occur within the context of safe work practices.

Our District is committed to having a safe workplace and a proactive approach to safety. In order to fulfill this commitment, individual and officer accountability for performing operations safely will be key to our success.

Safety at an incident scene is ultimately the responsibility of every responder. The Incident

Commander will retain the official responsibility of the Safety Officer unless the role is assigned. The District will operate incidents in compliance with NIMS and department best practices to ensure safety is addressed on every call.

### **1.2.21. Security Checks and Privacy**

The District may exercise its right to inspect all packages and parcels entering and leaving our premises. Personal mail may not be addressed to the District P.O. Box or stations. Any and all mail received by the District is subject to being opened, time/date stamped, and routed to the addressee. This policy will be strictly enforced to avoid the possibility of a vendor's bill not being paid in a timely fashion.

### **1.2.22. We Need Your Ideas**

Our employees and volunteers who have served with us for a long time will probably tell you of the many changes and improvements that have come about in the District since they first joined. We believe the person doing a job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, please discuss it with your supervisor.

Remember, there will always be areas in the District's operation that can be improved. These could be in service, equipment, communications, safety, cost reduction, losses, and/or waste, or other improvements for which you may see a need. Please give us the benefit of your unique experience and thoughts.

## **2.0 Standards of Conduct**

By accepting employment with us, you have a responsibility to the District and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

- 2.0.1.** The provisions of Standards of Conduct shall apply to all personnel of the District. As used herein a "member" refers to an employee of the District.
- 2.0.2.** Whether in uniform or not, members shall conduct themselves in a manner that will bring credit to themselves and the District.
- 2.0.3.** Whether on or off duty, members shall obey all laws of the United States, the State of Texas, and Travis County. Failure to comply with all laws shall subject a member to disciplinary action up to and including termination.
- 2.0.4.** Members shall report to the Fire Chief any custodial arrest by a peace officer to which they are subjected. Such report shall be made within 24 hours after release from the detention facility, shall be in writing, and shall give an account of the events leading to the arrest.

- 2.0.5.** No member, whether on or off duty, shall possess, use, sell or offer for sale, or manufacture any dangerous drug or other substance in violation of the Texas Health and Safety Code (Controlled Substances Act), Schedules I and II. It shall be an exception to this rule that the member is in lawful possession of such substances as a part of a program of medical treatment prescribed by a licensed physician, or other person licensed to prescribe such substances as medication.
- 2.0.6.** No member shall report for duty in a condition impaired by any substance, regardless of whether or not the substance is a legally prescribed medication.
- 2.0.7.** Members shall comply with all lawful orders of supervisors and other approved authorities; perform all orders as requested and directed in a prompt and efficient manner; not unreasonably question or fail to perform work as requested. Refusal or failure to comply with such requirements shall be considered insubordination.
- 2.0.8.** Members who are given an otherwise lawful order, which appears to be in conflict with an existing policy or a previous order given to the member, shall respectfully inform the supervisor issuing the order of the apparent conflict. If the supervisor issuing the conflicting order does not alter or retract the conflicting order, the order shall stand. The supervisor issuing the conflicting order shall be responsible for the consequences of the order.
- 2.0.9.** Members shall provide complete and accurate information during administrative investigations when requested by any officer or member of an investigative committee.
- 2.0.10.** Members shall not violate any trust or confidence placed or accepted by them regarding personal matters, or any information that would be detrimental, embarrassing, or cause conflict with or to any member of the District. This rule shall not be construed to prevent any member from cooperating with any internal investigation, as required by these rules.
- 2.0.11.** Members of the District shall not criticize or ridicule the District, its policies, its officers or other members by speech, writing, or other expression, when such speech, writing, or expression:
- a) Is defamatory, obscene, slanderous, or unlawful; and/or
  - b) Tends to interfere with the maintenance of proper discipline; and/or
  - c) Damages or impairs the reputation and/or efficiency of the District or member.
- 2.0.12.** Members will use discretion in their use of social media with respect to their position within the District. Members shall not post materials in conflict with Section 2.11 above.

HIPAA (Health Insurance Portability and Accountability Act) precludes any healthcare provider or fire responder from posting any information about detailed response to calls, patient information, treatment, call location or other information that can identify a victim/patient on any public/social media.

All photos taken on scene are done so by assignment. No personnel shall use personal cameras or cell phones to take photographs at any scene unless asked to do so by

command. Photos and videos should not identify patients, customers, victims or identify locations of incidents. Members should use every precaution to preserve the privacy and trust of our customers and fellow members. All Photographs shall become property of the District. No member shall willfully misrepresent any matter, sign any false official statement or report, perjure themselves, or give false testimony before any court, Grand Jury, board, Commission, administrative hearing, or internal investigation directed by the Fire Chief. No member shall intentionally falsify any official record; nor shall any member willfully misrepresent or falsify any facts verbally or in writing.

- 2.0.13.** No member shall operate or present him/herself to operate any District vehicle or his / her own vehicle on District business when not in possession of a valid Texas Driver's License. Should the license of a member who is required to maintain one become invalid for any reason (suspension, revocation, expiration, etc.), the member shall report that fact to his/her immediate supervisor within 24 hours of the time when the license becomes invalid, and shall not drive a District vehicle until his/her driving privilege is restored. The supervisor shall then report it to the Officer or the Fire Chief. The member shall prepare a memorandum to the Fire Chief detailing the circumstances of the loss of his/her driving privilege. The Fire Chief shall consider the information and make a recommendation for disciplinary action, if indicated.
- 2.0.14.** No member shall operate any vehicle on District business in an unlawful, discourteous, or unsafe manner.
- 2.0.15.** No member shall violate any District safety regulation. An Officer or his/her designee may investigate any on duty injury. If it is found that an injury to the member or a co-worker was caused by negligence, or if the injury claim is found to be fraudulent, the member or co-worker may be subject to disciplinary action.
- 2.0.16.** No member shall take for personal use a fee, gift, or other thing in the course of employment, when such fee, gift, or other thing is given by any person in the hope or expectation of receiving special privileges and/or favorable treatment.
- 2.0.17.** No member shall abuse lawful authority vested in him/her by virtue of his/her position or duties as a member of the District. Such actions on the part of the member shall be deemed official misconduct. No provision of this rule shall be interpreted to prevent an off-duty member from reporting any violation occurring in his/her presence or view to an on-duty officer.
- 2.0.18.** All members shall be careful to avoid actual, or the appearance of conflict of interest between their District employment and any off-duty enterprise or activity.
- 2.0.19.** Members shall not steal or damage the property of others or of the District.
- 2.0.20.** No member shall misappropriate District funds or illegally dispose of or recklessly damage public property.
- 2.0.21.** Members shall not threaten or fight with any person while on duty or on District property.
- 2.0.22.** Members shall not gamble or consume alcohol while on duty, in uniform, or on

District property.

- 2.0.23.** Members shall not use remarks that degrade national origin, sex, color, creed, or belief of fellow members or the public in a manner as to be insulting or inciting to any member.
- 2.0.24.** Members shall not exhibit conduct that interferes with the proper cooperation of employees or impairs the efficiency of the District or disrupts the working environment of its members.
- 2.0.25.** Members shall be courteous with their relationships to the public and each other, and shall avoid harsh, violent, profane, and insulting language and manners.
- 2.0.26.** Members shall show respect for the rank held by an officer of the District and/or Commissioners.
- 2.0.27.** Members shall not use District storage facilities, food lockers, clothing lockers, desks, filing cabinets, etc. for the storage of any hazardous, noxious, or illegal substance. All lockers, whether assigned or not, and irrespective of their locked/unlocked condition, are subject to inspection by supervisors without notice.
- 2.0.28.** No member shall neglect or omit any activity that is his/her duty to perform; nor shall any member be inept or incompetent in the performance of any required duty. Such activity, whether by act or omission, shall be considered neglect of duty.
- 2.0.29.** No member shall refuse to perform emergency work after working hours or remain on duty to maintain the required staffing levels when directed to do so by a supervisor.
- 2.0.30.** Members shall not leave duty during any shift, detail, or assignment without notifying their supervisor and receiving proper approval. Members who are absent prior to receiving approval to take leave, or who are absent even though leave has been denied, or who are absent without contacting their supervisor regarding that absence will be considered absent without authorization and may be subject to disciplinary action. After three (3) consecutive working days of absence without authorization, it will be considered a voluntary termination.
- 2.0.31.** No member shall make use of PTO or a leave of absence except for reasons authorized by the District Personnel Policies; nor make a false claim for leave either orally or in writing; nor shall give reason for a leave request knowing that such reason is not wholly true.
- 2.0.32.** No member shall, during on or off-duty hours, engage in an employment, activity, or enterprise that is inconsistent, incompatible, or in moral, legal, or technical conflict with his/her duties, functions, and responsibilities as a District member.
- 2.0.33.** If an employee is acting within the scope of his/her regular activities and performing according to District operating guidelines, the District will indemnify them against any job-related legal proceedings that they may become involved in.

## **2.1. Unacceptable Activities**

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of the District. If you have any questions concerning any work or safety rules, or any of the unacceptable activities listed, please see your supervisor for an explanation.

### **2.1.1. Suspension/Dismissal Actions**

Occurrences of any of the following violations, because of their seriousness, may result in you being relieved of duty pending the notification of the Fire Chief. Decisions regarding suspension types and lengths, up to and including termination are made only by the Fire Chief.

- a) Willful violation of any District rule; any deliberate action that is extreme in nature and/or is obviously detrimental to the District's efforts to operate safely or harmoniously on or off duty;
- b) Willful violation of security or safety rules or failure to observe safety rules or the District safety practices; failure to wear required safety equipment; or tampering with District fire or safety equipment;
- c) Negligence or any careless action, which endangers the life or safety of another person, on or off duty.
- d) Being intoxicated or under the influence of illegal controlled substance drugs while at work; use or possession of controlled substance drugs in any quantity except medications prescribed by a physician which do not impair work performance;
- e) Unauthorized possession of firearms, weapons, or explosives on District property or while on duty;
- f) Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on District premises or when representing the District;
- g) Fighting, or horseplay or provoking a fight on District/District property or on an emergency scene;
- h) Negligent damage of property;
- i) Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work, or refusal to help out on a special assignment;
- j) Threatening, intimidating, or coercing fellow employees on or off the premises, at any time, for any purpose;
- k) Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of District property, or the property of fellow employees, customers, suppliers, or visitors in any manner;
- l) Theft of District property or the property of fellow employees;
- m) Unauthorized possession or removal of any District property, including documents, from the premises;

- n) Unauthorized use of District equipment or property for personal reasons or using company equipment for profit;
- o) Dishonesty, including willful falsification or misrepresentation on your application for employment or other work records;
- p) Lying about sick or personal leave, or falsifying a reason for a leave of absence or other data requested by the District;
- q) Alteration of District records or other documents;
- r) Giving confidential or proprietary information regarding one of our patients or our customer's property to unauthorized persons;
- s) A breach of confidentiality of personnel information;
- t) Malicious gossip and/or spreading of rumors, including engaging in behavior designed to create discord and lack of teamwork;
- u) Interfering with another employee on the job;
- v) Willfully restricting work output or encouraging others to do the same;
- w) Improper behavior, conduct or indecency on or off duty that reflects negatively on the District;
- x) Gambling on District premises

### **2.1.2. Disciplinary Actions**

Occurrences of any of the following activities, as well as violations of any of the District rules or policies, may be subject to disciplinary action up to and including indefinite suspension. This list is not all-inclusive, and, notwithstanding this list, all employees remain employed "at will".

- a) Unsatisfactory or careless work;
- b) Failure to meet work effort or quality standards as explained to you by your supervisor;
- c) Mistakes due to carelessness or failure to get necessary instructions;
- d) Any act of harassment, sexual, racial, or other; telling sexist or racial-type jokes; making racial or ethnic slurs;
- e) Leaving work before the end of a workday or not being ready to work at start of a workday without approval of your supervisor;
- f) Stopping work before time specified;
- g) Use of District's phones and/or personal cell phones for personal calls that interfere with the conduct of work at the stations;
- h) Creating or contributing to unsanitary conditions by failing to clean up your food preparation area, posting, removing, or altering notices on any bulletin board on District property without permission of an officer of the District;
- k) Failure to report an absence or late arrival, or excessive absence or lateness;

- l) Obscene or abusive language toward any supervisor, employee, or patient or customer;
- m) Indifference or rudeness towards a patient/customer or fellow employee;
- n) Any disorderly/antagonistic conduct on District premises;
- o) Speeding or careless driving of a fire apparatus or any other District vehicle;
- p) Failure to immediately report damage to, or an accident involving District equipment; working areas including selling merchandise or collecting funds of any kind for
- q) Selling materials or services for profit or charity during working hours and/or in charities or others without the Fire Chief's authorization during business hours, or at a time or place that interferes with the work of another employee on District premises.
- r) Failure to maintain a neat and clean appearance in terms of the standards established by your supervisor, including any departure from accepted conventional modes of dress or personal grooming and/or wearing inappropriate or unsafe clothing.
- s) Fraudulent or malicious alteration of your or another's time sheet, personnel records, or attendance documents.

### **2.1.3. Disciplinary Procedures**

The Discipline operating guidelines apply to all employees and pertain to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job may be suspended and/or dismissed, in certain cases, without resorting to the steps set forth in this policy.

To ensure that District business is conducted properly and efficiently, you must conform to certain standards of attendance, conduct, work performance, and other work rules and regulations.

When a problem in these areas does arise, your supervisor will develop a Personal Improvement Plan (PIP) to identify areas for improvement. If you fail to meet the benchmarks of the PIP you may be subject to discipline up to and including indefinite suspension.

Under normal circumstances, supervisors are expected to follow the three-step procedure outlined in the SOG. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. Likewise, there may be times when the District may decide to repeat a disciplinary step. See the Discipline operating guidelines for more detail on the steps involved.

### **2.1.4. Crisis Suspension**

If you commit any of the actions listed below, or any other action not specified but similarly serious, you may be suspended pending the investigation of the situation. Following the investigation, you may be subject to discipline up to and including indefinite suspension. Actions include:

- a) Theft



- b) Falsification of District records
- c) Failure to follow safety practices
- d) Failure to follow the Standards of Conduct
- e) Disclosure of patient information to unauthorized parties
- f) Threat of, or the act of doing bodily harm
- g) Willful or negligent destruction of property
- h) Use and/or possession of any non-prescribed controlled substance, including but not limited to intoxicants, drugs or narcotics
- i) Neglect of duty
- j) Refusal to perform assigned work or to follow a direct order

### **2.1.5. Dismissal**

Employment and compensation with the District is "at will" in that employees may be indefinitely suspended or terminated with or without cause, and with or without notice, at any time, at the option of either the District or yourself, except as otherwise provided by law.

If your performance is unsatisfactory due to lack of ability, failure to abide by the District rules or failure to fulfill the requirements of your job, you will be notified of the problem. If a satisfactory improvement does not occur, you may be dismissed. Some incidents may result in immediate dismissal.

## **3.0 Compensation & Performance**

### **3.1. Wage & Salary Policies**

It is the District's desire to pay wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair, and equitable, variable with individual and District performance, and in compliance with all applicable statutory requirements.

If the District employs you, you will be carried directly on our payroll and all appropriate taxes will be withheld. No person may be paid directly out of the District checking account, or compensated in any other way for work performed, unless a contract relationship exists with a bona fide contractor. Payment by one employee to another to cover shifts or any other work hours is strictly prohibited.

Reimbursements to an employee must be pre-approved unless it is an emergency expense related to the operations of the department. An employee shall submit a reimbursement form within 60 days of the transaction in order for it to be reimbursed.

#### **3.1.1. Application**

The District applies the same principles of fairness and external comparability to all employees,

regardless of organizational level, sex, religion, national origin, age, or race.

### **3.1.2. Basis for Determining Pay**

Your pay is influenced by four factors:

1. What other employers pay their employees for comparable work
2. Individual performance
3. Special Skills or working Higher Class
4. Classification

### **3.1.3 Higher Class**

Employees may be called upon to work in a higher-class position of authority. Determination of those working higher class will be dependent upon knowledge, skills, certification, and tenure. Pay for working higher class will be at the higher class pay. Higher class pay is the difference between the member's current base pay plus seniority increases and the pay of the next higher rank at the same seniority level.

### **3.1.4 External Comparability**

Jobs are compared with external market data. Each job is assigned a range of pay, including a minimum and a maximum. Periodically, the District will examine the market conditions to ensure ongoing comparability. Changes in pay ranges will be made as needed and as the District can afford, to maintain market comparability.

### **3.1.5 Individual Performance**

An individual's pay within this range will depend on their sustained performance over time. Each year every employee may be provided a performance review by their supervisor. During that review, significant performance events that occurred throughout the year will be discussed.

For administration personnel, the overall performance rating will influence the wage/salary adjustment. Through individual performance and by increasing job responsibilities and moving to higher level jobs, you will have significant impact on your pay.

### **3.1.6 Education and Special Certification Incentives – Non-Exempt Employees**

The District recognizes that some personnel have special talents and skills which may benefit the department in its response and community service. The District would like to recognize those individuals who work for the department in a full-time capacity.

Incentives rates are per year and will be an additional per pay-check line item.

Incentive details and rates will be based on the yearly budget and will be detailed in a memo to staff.

### **3.2. Call Back Procedure and Pay**

Occasionally, you may be asked to return to work after you have left the premises for the day. If this occurs, you will be guaranteed a minimum of two hours of pay. Your time sheet will be credited 1.5 hours for each hour you actually work over 53 hours per week, with a minimum of 2.0 hours.

Call Back will be initiated by a Chief Officer or Officer assigned. A District e-mail blast or other notification system tool will be used to send out an announcement regarding the staffing needs and for what reason. Examples of Call Back situations would be large structure or brush fires, heavy weather, or Hazardous Material Alarms when on-duty personnel will be committed for long periods of time or large numbers of personnel are needed. In some situations, Call Back may be needed to cover apparatus or stations during mutual aid, depending on volunteer response to requests for personnel.

### **3.3. Deductions from Paycheck (Mandatory)**

The District is required by law to make certain deductions from your paycheck each time one is prepared. Among these deductions could be your federal income taxes and your contribution to Social Security. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status, or number of exemptions must be reported to the District immediately to ensure proper credit for tax purposes. The W-2 form you receive for each year will indicate how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever the District is ordered to make such deductions.

**Note:** See "Wage Assignments (Garnishments)" later on in this section for further information.

### **3.4. Deductions (Other)/Direct Deposit**

ESD#5 prefers and encourages all employees to participate in the use of Direct Deposit. Utilizing this program in conjunction with our electronic payroll system allows for employee security and timely compensation availability.

### **3.5. Paycheck Preview/Discrepancy Notice**

TCESD5 currently uses a payroll system that allows you to view your upcoming paycheck and make notices to administration if errors are noticed. Payroll preview typically goes out the Friday of the end of the pay period thus allowing personnel 48 hours to report any potential errors to Administration. Notice must be given prior to Monday at 8am of pay week in order for any changes to be researched/changed

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell the Fire Chief or Officer immediately. We will take the necessary steps to research the problem and to ensure that any necessary correction is made properly and promptly.

### **3.6. Full and Part-Time Personnel**

Payroll will be calculated on a 14-day work cycle, with 26 pay periods in 12 months, with pay weeks beginning on Saturday and ending on Friday. The payroll administrator requires three (3) business days to process payroll and commit funds via direct deposit. Generally, employees can expect their compensation direct deposited by the following Thursday, however due to holidays or other extenuating circumstances, compensation could be delayed – notification will be made as soon as applicable so you can make needed arrangements.

It will be the employee's responsibility to review his/her time on the schedule and/or confirm that entries made in the timekeeping system are correct. Should the employee not review his/her schedule and classification, it will **not** be the responsibility of the District to make special arrangements for you to receive your pay – your pay will be processed in the next pay period.

Should you approve your payroll preview to the District to process your pay, and it is determined to be an error by the District, then the District will make the necessary adjustments to ensure you receive the correct compensation.

In order for the District to be able to comply with federal and state laws, we must keep an accurate record of the time worked by all employees, with the exception of salaried exempt employees. This is done in order to accurately calculate employee pay and benefits.

Employees are responsible for accurately reporting their time by timely recording. If corrections or modifications must be made to the time record, both the employee and his/her immediate supervisor must verify the accuracy of the time sheet correction before submitting same to the payroll administrator.

### **3.7. Overtime Pay**

From time to time, it may be necessary for full or part-time employees to perform overtime work. All voluntary overtime must be approved in advance by your supervisor. Because we are a public service, we must maintain a minimum level of staffing at all times and due to illness or catastrophic events, it may be necessary to require our employees to work overtime. When it is necessary to work mandatory overtime, you are expected to cooperate as a condition of your employment.

For non-exempt employees who regularly work a 40-hour week, it is the employee's responsibility to cease working after working eight (8) hours in one day, unless overtime authorization from a supervisor has been obtained. Failure to follow the overtime policy will be considered insubordination and grounds for disciplinary action up to and including termination. Even though the employee may be subject to discipline for working without authorization, the time spent is compensable working time.

Exempt employees, as defined by federal and state laws, may have to work hours beyond their normal

schedules, as work demands require. No overtime compensation will be paid to exempt employees. Rather, exempt employees are paid a pre-determined salary that is intended to fully compensate them for all hours worked.

### **3.7.1 Calculation of Overtime Pay**

Under the Fair Labor Standards Act (FLSA), employers are required to pay employees an overtime rate of 1.5 times their regular hourly rate for any hours actually worked beyond 106 hours within a 14-day work cycle. Holiday or personal leave hours do not count towards overtime calculations under the FLSA because they are considered time not worked - only hours actually worked are considered when determining overtime pay. The 14-day work cycle will mirror the 14-day payroll pay periods.

Overtime pay for administrative staff is permitted only with prior written approval from a supervisor. Holiday hours that are not actually worked will not be included in the calculation of overtime hours for a given pay period.

Overtime pay for fire protection personnel will be calculated at 1.5 times their hourly rate for hours worked. Holiday and personal hours are not eligible for an additional 1.5 times their regular rate.

## **3.8 Scheduled Overtime**

Scheduled overtime work is usually announced in advance. This type of overtime becomes part of the required workweek. If you need to be excused from performing scheduled overtime, please speak with your supervisor. He or she will consider your situation and the requirements of the District or operation in deciding whether you may be excused from performing the scheduled overtime.

### **3.8.1. Incidental Overtime**

Incidental overtime is not scheduled. It becomes necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. Incidental overtime may become necessary when an illness or emergency keeps co-workers from being at work as anticipated. It may require you to return to the workplace for emergency work. The opportunity to perform incidental overtime will be in accordance with Policy 5.1.2, Staffing.

## **3.9. Direct Deposit & Check Stub Distribution**

Direct Deposit Stubs will be available by logging into your online earnings statement account.

### **3.10. Reporting Time Pay -- Inclement Weather & "Acts of God"**

If you are a part-time employee and, in the event you report for work without being notified in advance that we are temporarily closed due to special circumstances, you will receive a minimum of two hours of straight time pay. Special circumstances include inclement weather, fire, flood, or some other "Act of God," power/utility failure, an inoperable computer system, or lack of work. You may be asked to perform other available work for the two-hour period. If you refuse, you will forfeit your claim to reporting pay. This policy applies to our "non-exempt" employees only.

### **3.11. Termination & Severance Pay**

The District hopes and expects that you will give at least two weeks' notice in the event you intend to leave your employment with the District, and if you are a shift employee, we hope that you will give us at least a month's notice in order that we may arrange coverage for your shift. Up to 70% of accrued unused PTO will be paid at the time of your voluntary separation from employment, provided that the voluntary separation does not occur while you are the subject of an incomplete investigation that may result in disciplinary action, and further provided that you have given at least two weeks advance written notice of the date of your voluntary separation, except in cases where advance notice is impracticable due to health, or as may otherwise be required by applicable law. There will be no PTO payout for members involuntarily terminated. If you have an agreement with the District to repay costs incurred by the District in connection with the training you received, any amount you owe pursuant to such agreement will be deducted first from amounts payable to you for accrued unused PTO (with any remainder owing being deductible from unpaid wages).

When you leave the District, you will be paid for actual time worked, plus, as applicable, up to 70% of any accrued but unused PTO, as specified under "PTO" in the "Benefits" section of this Handbook.

## **4.0 Performance & Compensation Reviews**

### **4.1. Performance Reviews**

Your supervisor is continuously evaluating your job performance. Day-to-day interaction between you and your supervisor should give you a sense of how your supervisor perceives your performance. However, to avoid haphazard or incomplete evaluations, the District conducts formal performance reviews.

Performance reviews may be conducted at least annually based upon your date of hire or as deemed necessary. During the review, a Performance Plan will be prepared for each employee that outlines goals and objectives. New employees may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During formal performance reviews, your supervisor will consider the following things, among others:

- Attendance, initiative, and effort
- Knowledge of your work
- Attitude and willingness

- The quality and quantity of your work
- The conditions under which you work

The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. The review also serves to make you aware of and to document how your job performance compares to the goals and description of your job. The performance review is also a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow in order to achieve personal as well as work-related goals. He or she may recommend further training or additional opportunities for you.

In addition to individual job performance reviews, the District periodically conducts a review of job descriptions to ensure that we are fully aware of any changes in the duties and responsibilities of each position, and that such changes are recognized and adequately compensated.

In order to reward employees whose performance exceeds basic performance expectations; the District Commissioners may budget from time to time amounts to be paid to employees whose job performance exceeds basic performance expectations. An employee's eligibility for such additional amounts will be determined at the time of the employee's annual evaluation with payment of such additional wages being payable in a lump sum (subject to all applicable payroll deductions) around the time of the performance evaluation. Eligibility for such lump sum will be determined based on a minimum score on the performance evaluation, which shall be the same minimum score for all employees. The additional wages payable will not alter an employee's regular salary or hourly wage. Details regarding eligibility and amount of additional wages will be provided each year based on amounts budgeted by the District's Commissioners for that purpose.

## **4.2. Pay Rate Schedule**

The District adopted pay rate schedule may be found online.

## **5.0 Work Schedule**

### **5.1. Normal Work Week**

The normal operation of the administration staff is Monday through Friday; 0900 – 1700 p.m.

#### **5.1.1 48-hour Shifts**

The normal shift work period will begin at 08:00 and end at 08:00 (48) forty-eight hours later or until you are properly relieved. It is expected that employees are in the station, dressed and ready to respond to calls or participate in daily scheduled duties at 08:00; examples of pulling in the parking lot, or getting dressed for work at 08:00 will be considered late unless a call has been received by the Officer on duty. Evidence of a pattern of being late or failure to report ready for work as defined above, can result in progressive disciplinary action, up to and including indefinite suspension or termination.

### **5.1.2. Staffing**

Preferred Staffing has been defined and approved at 6 qualified personnel staffing the front-line apparatus. Qualifications shall include the minimum of one member qualified to be in charge, one member qualified to drive the apparatus, and two qualified firefighters. Positions will be scheduled according to the industry shift standard and will be assigned accordingly to ensure that there are at least 3 (three) certified firefighters with medical clearance on duty at all times, which is defined as minimum staffing (with one qualified to be in charge, one to drive and one firefighter). It is a shared responsibility of the relieving employee and the person being relieved to ensure the opening is covered and minimum qualifications are met.

### **5.1.3. Scheduling**

The shift schedule will be set for at least 3 months in advance. ESD #5 uses an online scheduling system and constitutes the official record of time worked for timekeeping and payroll purposes but may be subject to change depending on relevant circumstances.

## **5.2. Absence or Lateness**

From time to time, it may be necessary for you to be absent from work or report late. The District is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Paid time off has been provided for this purpose.

If you cannot make your shift due to sickness, required training, an emergency or other sufficient reason; you must contact the Officer on duty or individual working a Higher Class as soon as you know of your necessary absence, and you must attempt to arrange a suitable replacement to cover your duties. It will be the responsibility of both you and the Officer on duty or, as applicable, highest-ranking employee scheduled for the shift to ensure replacement personnel are identified and agree to fill the empty slot, or on-duty personnel will hang over to cover the shift. The Officer on duty or highest-ranking employee shall be notified of the change in personnel staffing for the shift. Should neither the absent employee nor the Officer on duty or highest ranking employee on the shift be able to arrange a substitute, it will be the responsibility of the Officer on duty or highest ranking employee on the shift, as applicable, to send out a notice to locate a qualified individual to cover the shift.

A qualified individual is one with an equal or greater rank as the employee being substituted, as listed in the employee classifications.

When you call to inform the District of an unexpected absence or late arrival, you should normally speak to the Shift Lieutenant or Higher Class. If they are not available, contact the Captain or Fire Chief. Do not leave a message with anyone else. Notifying a fellow-employee is not sufficient. If a supervisor is unavailable, leave voice mail to let them know that you are trying to make contact; sending a text message does not qualify as an appropriate means of attempting to make contact. For late arrivals, please indicate when you expect to arrive for work.

If you are unable to call in yourself because of an illness, emergency, or for some other reason, be sure to have someone call on your behalf. If your supervisor is not available when they call, you should be sure that the notification procedure outlined above is followed on your behalf.

Absence from work for three consecutive scheduled shifts without notifying your supervisor may be



considered a voluntary resignation.

### **5.2.1. Time-Off Requests**

If you know in advance that you will need to be absent or you are requesting a scheduled shift off, you are required to submit your request with supervisor's approval. If the request is posted less than 96 hours prior to your requested day off, you shall notify the Shift Lieutenant or Higher Class immediately and provide a replacement; any scheduled holiday will require a minimum of 1 pay period notification. Sending a text message is not an appropriate means of making a notification or request.

Should you and the Shift Lieutenant or Higher Class complete due diligence without success in locating an available employee to cover the opening, the Captain or Fire Chief should be contacted. It will be the Shift Lieutenant or Higher Class, or Fire Chief's responsibility to send out an electronic notification and an e-mail blast to the District members to locate a qualified individual. It will be at the discretion of the Captain or Fire Chief to grant the requested shift off should a replacement not be located.

Filling shift openings shall be in accordance with policy E101: Staffing

## **5.3. Attendance**

You are expected to be at your assigned station and ready to perform your duties at the beginning of your assigned shift, and you are expected to remain at your station until the end of your assigned shift, except for responses to calls, training, District-related business, and other approved activities. When anything takes you away from your assigned station, let your supervisor know where you are going and how long you expect to be gone so the appropriate leave type may be coded in the timekeeping system.

Excessive time off may lead to disciplinary action and/or suspension and termination.

**Note:** See Section 5.5 "Excessive Absenteeism or Lateness" for further information.

## **5.4. Breaks/Rest Periods**

We do not have official "breaks" as a part of our workday. If breaks are necessary, they will be determined by your supervisor.

## **5.5. Excessive Absenteeism or Lateness**

Due to the critical nature of the work we perform at the District, an unexcused absence or a consistent pattern of tardiness will be considered excessive, and you may be subject to termination. Three occasions of being late for work in a 90-day period will be considered a "tardiness pattern" and will carry the same weight as an unexcused absence.

## **5.6. Meal Period**

Meal period times will vary depending on the coverage needs of the District. Your supervisor will

work with you to schedule your meal periods.

## **5.7. Kitchen Facility**

As a necessity for emergency response personnel, the District provides a kitchen equipped with a microwave, stovetop, and refrigerator. This area is for everyone's use, and therefore, it is your responsibility to do your share in keeping the facility clean and sanitary. We do not have a maid service, so you must clean up after yourself. Please remember to use food containers in the refrigerators with reliable seal. Food stored in the refrigerator past your work shift should be disposed of.

## **5.8. Record of Absence or Lateness**

If you are absent because of illness for three or more successive days or one or more 48-hour shifts, you may be required to submit written documentation from your doctor that you are well enough to return to work. If you are absent for an extended period (five or more consecutive days or more than four shifts) because of illness, you are required to contact your supervisor on a weekly basis to keep him/her advised of your status until you return to work.

If you are ill on the day/shift prior to or immediately following a day of PTO, a trade that results in you not working, or any other form of leave or holiday, you may be required to provide a doctor's note or similar proof that you were ill.

Your supervisor will make a note of any absence or lateness, and the reason, in your personnel file. Your attendance record will be considered for promotions, transfers, leaves of absence, and approved time off, as well as scheduling layoffs and other pertinent actions.

## **5.9. Wash-Up Time**

Shift work fire and EMS employees are required to maintain their professional appearance and personal hygiene throughout the day. As a result, they may need to wash up, and if necessary, to change clothes as a result of an incident during the shift. If the call load permits, these employees will be allowed sufficient wash-up time during the shift so that they will be presentable and sanitary. Shower facilities are available for personal use. Employees should bring an extra change of clothes each day. See policy C101: Uniform, Apparel, and Grooming for more details.

# **6.0 Benefits**

## **6.1. The Benefits Package**

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits that will enhance your job satisfaction.

A good benefits program is a solid investment in the District and its employees. It not only ensures the loyalty of long-time capable employees, it also helps to attract talented newcomers who can help the District grow. The District is in the process of establishing benefit options and once in place we

will periodically review the benefits program and will make modifications as appropriate.

## 6.2. Eligibility for Benefits

If you are a full-time employee, subject to specific eligibility requirements as stated in these Policies, you will enjoy all of the benefits described in this handbook as of your employment date.

Temporary and part-time employees are not eligible for benefits.

## 6.3. Paid Leaves of Absence

Allowed time off during a working day will count first against your personal time off (PTO) days, as appropriate, in quarter-hour increments. Once you have used all your earned PTO, thereafter, unless specifically excepted in these Policies, any time off will be without pay.

## 6.4. Holidays

Exempt Employees will be entitled to the following paid holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Emancipation Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Non-exempt Employees: Personnel that actually work on the above listed holidays will receive overtime pay (1.5 times the employee's regular hourly rate) for the actual hours worked on the day of the holiday.

Administrative staff: Administrative staff will receive holiday pay at their regular pay rate.

If a holiday falls on a weekend, the staff member will take the Friday or Monday around the holiday off, as approved by the Fire Chief or his/her designee.

## 6.5. Amount of Personal Time off (PTO)

Full-time administrative and fire protection employees are eligible to accrue PTO for each calendar month of service from their date of hire at a rate of 1/12 the annual accrual rate, accrued on the last day of the calendar month. Accrual will start accumulating by pay period. The accrual rate is based on your length of employment, as follows:

### Full time (fire protection)

0-24 months:	264 hours
25-48 months:	288 hours
49-108 months:	336 hours
109 months +:	456 hours

### Full time (regularly scheduled to work 40 hours/week)

0-24 months:	80 hours
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25-48 months:	120 hours
49-108 months:	180 hours
109 months +:	200 hours

### **6.5.1 Sick Leave Pool**

Employees may donate, at their sole discretion, any accrued PTO to a sick leave pool for use by other employees who are eligible for PTO but have no accrued PTO. There shall be no limit on the number of accrued PTO hours an employee may donate to the sick leave pool, or the frequency of such donations. An employee that uses PTO from the sick leave pool must have exhausted all PTO to be eligible to receive the donated PTO, as determined by the Fire Chief. Use of PTO from the sick leave pool is limited to the affected employee's personal illness or injury. To use time from the sick leave pool, an eligible employee or a person acting on behalf of the employee must submit a written request for PTO from the sick leave pool to the Fire Chief, stating the injury or illness that is the subject of the request, and stating the anticipated duration of the illness or injury and the number of hours requested. Sick leave pool hours that are granted but not used shall be restored to the sick leave pool. The Fire Chief may request substantiation by a physician or equivalent health care provider of the injury or illness and the employee's inability to work. The maximum combined number of hours for which accrued PTO and hours from the sick leave pool may be used in connection with any one illness or injury shall be the number of hours of leave equivalent to 16 continuous weeks' absence. Hours used from the sick leave pool shall be payable at the using employee's regular hourly rate, regardless whether a donating employee had a different hourly rate.

### **6.5.2. PTO Policies**

The District will exercise reasonable efforts to accommodate your request for PTO based upon the manpower needs of the District. If you are a temporary hourly employee or a part-time employee, you are not eligible for PTO.

You may not take PTO that exceeds your accrued balance. A maximum of 264 hours of PTO can be rolled over per year. If you accrue more than 264 hours, you must either use the excess hours before the end of the year, donate them to the sick leave pool, or forfeit them.

If you are on an approved leave of absence for less than thirty days, your PTO accruals will remain unaffected. However, if your leave extends beyond thirty days, PTO will not continue to accrue.

### **6.5.3. Paid Time off Accumulation Rights**

Paid Time Off (PTO) can be accumulated from year to year, subject to the maximum accrued amount of 264 hours. You may roll over a maximum of 264 hours of PTO each year.

#### **6.5.4. Payment in Lieu of Paid Time off**

The purpose of personal time off is to provide you with time to rest, relax or do personal errands. Therefore, no wages or salary will be paid to you for accrued, unused PTO in excess of 70% of such accrued unused PTO when you terminate employment with us. If your employment is voluntarily terminated with required notice in circumstances where you are not the subject of a pending investigation that may lead to discipline, payment for any accrued unused PTO up to the 70% will be made per hour at your base straight time hourly rate.

### **6.6. Other Paid Leaves**

#### **6.6.1. Funeral (Bereavement) Leave**

Only regular full-time employees are eligible for paid funeral leave. You are entitled to take up to three workdays for administrative employees regularly scheduled to work 40-hour work weeks (or up to one 48-hour shift for fire protection employees) with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family. Your immediate family is defined as a parent, a grandparent, spouse, spouse's parent, child, spouse's child, brother, or sister.

In addition, up to one day (or 24 hours if the funeral occurs during a fire protection employee's work shift) of paid funeral leave will be granted in the case of the death of your spouse's grandparent or sibling, or any member of your extended family living in your home.

Paid time under this policy is given over and above any time allowed and earned under our Paid Time off Leave policy, and you may take as much of your Paid time off as you need in addition to the above paid time off in order to attend to funeral-related matters, subject to regular practice for scheduling use of PTO.

Pay for funeral leave will be made for actual time lost from work. If the death or funeral occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your Paid time off occurs on any of the days of absence, you may not receive holiday or PTO pay in addition to paid funeral leave.

An excused absence for family death may not be retroactive or postponed and taken at a later date.

#### **6.6.2. Jury Duty**

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, we will permit you to take the necessary time off and we wish to help you avoid any financial loss because of such service. If you have completed your Probationary Period and the jury summons results in your absence from work for only one day or a portion of your shift, the District will pay you your regular salary and you may keep whatever remuneration you are provided by the Court.

If you are selected for jury service, the District will reimburse you for the difference between your jury pay and your regular pay, not to exceed your regular workday, for a maximum of

five business days for administrative staff or two 48 -hour shifts for fire protection employees. If you wish to receive this benefit for the period covering your jury service, you will be required to endorse over to the District any payment you received from the Court (less parking expenses). If you do not wish to take advantage of this benefit, you may take PTO time for your absence.

You must notify your supervisor within forty-eight hours of receipt of the jury summons, and you must provide him/her with a copy of the summons for forwarding to the Chief.

On any day or portion of that day or of a shift that you are not required to serve, you will be expected to return to work. In order to receive jury duty pay, you must present a statement of jury service and pay to your supervisor. This document is issued by the court.

### **6.6.3. Voting**

We encourage you to exercise your voting privileges in local, state, and national elections. However, since the polls are open for long periods, you are encouraged to vote before or after regular working hours. If you are on shift work, the schedule is published well in advance, and you should plan to participate in Early Voting (Absentee) if you will be on duty on Election Day.

### **6.6.4. Paid Educational Leave**

If you are an employee in good standing, you may request an educational leave of absence to attend classes to further your education. If you are a shift employee, and your college class falls on a shift day, you may request those hours off to attend class if your supervisor can allow you to be absent. If necessary, it will be your responsibility to find a replacement for you during your absence. A paid educational leave of absence may be approved if the desired curriculum is of mutual benefit to you and to the District. You must apply for this type of leave by letter to your supervisor and final approval by the Fire Chief.

If the continuing education classes you must take to maintain your certification must be taken during your normal work hours or shift, the District will attempt to accommodate your paid absence for these classes. You will be responsible for finding another employee to “cover” your shift if your supervisor determines that coverage is required during your absence.

If the District requests that you attend meetings or specialized training that will be of benefit to the District, your costs and time for attendance will be paid for by the District.

## **6.7. Unpaid Leaves of Absence**

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with the District but may not wish to submit your resignation.

Under certain circumstances, you may be eligible for an unpaid leave of absence. There are several types of unpaid leaves for which you may be eligible.

### **6.7.1. Leave of Absence**

In general, a leave of absence is an official authorization to be absent from work without pay for a specified period of time. Even though the federal Family and Medical Leave Act does not currently apply to the District's employees, eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described under the following Family/Medical Leave Policy, which shall be administered consistent with the Family and Medical Leave Act and regulations promulgated pursuant thereto. Employees are eligible for a leave of absence if they have been actively employed for twelve months and worked at least 1250 hours during the previous twelve-month period.

Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee's spouse, child, or parent who has a serious health condition;
  - a serious health condition that makes the employee temporarily unable to perform the essential functions of his or her job; and
  - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty on terms provided in the Family and Medical Leave Act, 29 U.S.C. Section 2612 and regulations promulgated pursuant thereto;" **or**
- Up to twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

In the event of a serious illness to the employee or his/her child, spouse, or parent, creating a need for unforeseeable family or medical leave, the employee should provide the District with notice, as soon as practicable, of any needed time off, and a written doctor's certificate indicating the expected duration and nature of the illness, particularly as it relates to the employee's ability to come to work or the need for that employee's presence at home to care for a seriously ill family member.

To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or placement for adoption or foster care, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with two weeks' advance notification of your intended return date. Failure to do so may delay your return date.

While on a leave of absence provided for under this policy, we will continue your group health insurance benefits under the same terms as provided to other employees, for up to 12 weeks of unpaid leave in a twelve month period calculated as a "rolling" twelve-month period measured backward from the date of any leave usage. If your leave extends beyond twelve weeks, you shall be offered the opportunity to purchase continuing coverage under any state

continuation rules.

Other accumulated fringe benefits such as seniority, retirement, service credits, shall be preserved at the level earned as of commencement of the leave, but shall not accrue further during any such leave period. Accrual of PTO shall continue for the first 30 days of a leave, but not thereafter.

At all times, our disability leave policy will be in compliance with the laws of the state.

During a period of disability, you may be eligible for disability insurance benefits. Please refer to the applicable plan documents for details on eligibility, benefit amounts, and other particulars.

Except as otherwise required by applicable law, should you require an extended leave beyond 16 consecutive weeks, your employment will terminate but you will be eligible for rehire when you are able to return to work unless your disciplinary or performance record does not warrant eligibility for rehire. Notwithstanding the foregoing, the maximum duration of absence after which your employment will terminate is twenty-six consecutive weeks if your absence results from an injury or condition suffered on the job for which worker compensation benefits are payable.

Nevertheless, you may be eligible for continuing disability pay benefits during an extended leave in accordance with applicable insurance coverage.

Should you seek a leave of absence for reasons other than described above, we will evaluate such a request based on particular circumstances present at that time, including but not limited to your current and anticipated work responsibilities, your performance history, disciplinary history, anticipated District needs, the severity of the circumstances that are the basis of your need for leave, and such other factors bearing on the District's current and anticipated future needs and its ability to provide high quality emergency services in the territories served by the District. The District reserves the right to refuse such a request at its sole discretion. A leave for any reason is subject to the maximum duration allowed by this section 6.7.1, after which employment terminates, subject to eligibility for re-hire, as applicable.

### **6.7.2. Disability Leave of Absence**

The District may grant an unpaid leave of absence for illness or disability in circumstances and on conditions applicable to Family/Medical leave. To request a disability leave of absence from your supervisor, you should submit, or have someone submit for you, a statement of disability from your doctor.

Accrued unused paid time off may be used to provide for payment of regular wages or salary until accrued paid time off is depleted.

Paid time off benefits do not continue to accrue during a leave of more than thirty calendar days. Your group insurance booklet should be reviewed to determine your insurance coverage during a leave of absence.

During the leave, the District will continue to provide the employee with medical insurance



coverage for up to 12 work weeks. After that point, the employee may reimburse the District for the amount of their individual insurance coverage premium in order to maintain his/her health benefits.

Employees who must remain away from work for more than 16 weeks will be considered terminated from employment, except for an absence resulting from a condition or injury occurring on the job and for which workers compensation benefits are payable (maximum 26 consecutive weeks absence) or as may otherwise be required by applicable law. They are welcome to re-apply subject to the District's usual hiring policies.

Employees who develop an illness or physical condition which requires medical treatment or have restrictions and precautions as to their health will be required to submit a physician's statement providing for any limitation or restrictions on the employee's ability to perform the essential functions of the employee's regular duties. Upon return to work, a statement from the employee's health care provider must confirm that a return to work in the employee's regular position will not jeopardize their health or the safety of others or should provide for any applicable restrictions.

Should your attendance or job performance suffer during the period preceding and/or following a disability leave, we will accommodate you to the extent required by law.

**Note:** See "Disability Insurance" under "Insurance Coverage" later on in this section for further information.

### **6.7.3. Educational Leave of Absence**

Note: See Section 9.01 "Educational Assistance" in this Handbook for more information.

### **6.7.4. Military Leave of Absence**

If you are a full-time employee and are inducted into the U.S. Armed Forces or called up for summer training, you will be eligible for re-employment after completing your military service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC Sections 4301-4335, provided:

1. You show your orders to your supervisor as soon as you receive them.
2. You satisfactorily complete your active-duty service.
3. You enter the military service directly from your employment with the District.
4. You apply for and are available for re-employment within ninety days after discharge from active duty. If you are returning from up to six months active duty for training, you must apply within thirty days after discharge.

During the military leave of absence, the District will supplement the salary of the employee for a period of up to 14 days. During this period, the employee may be paid the difference between his/her salary with the District and the compensation received from the military (assuming military pay is lower). In order to qualify for this benefit, the employee shall be required to submit copies of his/her induction or call-up orders and original documents documenting the salary received from the military. The employee shall submit this

documentation within two weeks of his/her return to work.

#### **6.7.5. Military Reserves or National Guard Leave of Absence**

Employees who elect to serve in U. S. military reserve organizations or state militia groups may take the necessary time off without pay to participate in these activities. During the employee's absence, they will retain all of their legal rights for continued employment under USERRA and subchapter E of Texas Government Code Chapter 437, as applicable. These employees may apply accrued and unused PTO to the leave if they wish, however, they are not obliged to do so.

You are expected to notify your supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

#### **6.7.6. Accepting Other Employment or Going into Business While on Leave of Absence**

If you accept any employment or go into business while on a leave of absence from the District, you will be considered to have voluntarily resigned from employment with the District as of the day on which you began your leave of absence.

#### **6.7.7. Insurance Premium Payment During Leaves of Absence**

The District will continue to pay that part of any insurance premiums for employee coverage and dependent coverage regularly paid by the District while you are on a leave of absence allowed under the law applicable to the FMLA. For all other leaves, the District will pay the premium (or part thereof) for health insurance coverage as may be required by applicable law. You may pay any insurance premium the District is not required to pay while you are on leave. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated.

#### **6.7.8 Trade Requests**

Employees may "trade" shifts with fellow employees on a strictly voluntary basis. No employee is obligated to offer a "trade" and no employee obligated to accept a "trade." Such "trade" agreements with other firefighters must be submitted through the chain-of-command supervisor with reasonable advance notice so that they may be properly evaluated and addressed. Failure to do so may result in summary denial.

If a "trade" agreement is approved, it is the responsibility of the employee accepting the "trade" to fully complete the shift. Only employees who have actually worked a shift receive compensation. Hours worked in connection with a trade shall not be subject to overtime compensation in conformance with 29 U.S.C. § 207(p) and regulations promulgated pursuant thereto.

A trade involving an employee working a shift at a rank one level above the employee's regular

classification may be permitted as an accommodation to the District's higher-ranking employees, who would otherwise have fewer to choose from in making a trade. Any such trade shall not constitute evidence of a lower-ranked employee's fitness or qualification for promotion to the higher rank.

All shift trades must be "paid back" by the employee relieved of work to the employee working the shift within 90 days after the date of the shift trade. The affected employees shall arrange such "compensating" shift trade, using the procedure for reporting in advance through the chain of command.

## **6.8. Pregnancy-Related Leave and Benefits/Parental Leave**

The purpose of this policy is to outline leave benefits in connection with a pregnancy and/or birth of a child available to eligible employees of the District. This policy complies with applicable law, including the Americans with Disabilities Act, the Pregnant Workers Fairness Act, the Fair Labor Standards Act, the Pregnancy Discrimination Act, the Patient Protection and Affordable Care Act, and applicable Texas law, including Texas Labor Code Chapter 21 and Texas Government Code Chapter 619.

### **6.8.1 Eligibility**

All full-time and part-time employees who have been employed by TCESD5 for at least 12 months and have worked a minimum of 1,250 hours during the 12 months prior to the start of the leave (the "**FMLA Eligibility Criteria**") are eligible for on terms consistent with the Family and Medical Leave Act (FMLA) because of a serious health condition resulting from pregnancy, to care for a spouse with such a serious health condition, and to care for a child after birth (or placement of a child with the employee for adoption or foster care). Employees not meeting the FMLA Eligibility Criteria may still be eligible for reasonable accommodations for qualifying physical or mental limitations resulting from, related to, or affected by pregnancy, which could include a leave of absence on terms applicable to other leaves of absence.

### **6.8.2 Duration of Leave**

Employees are entitled to up to 12 weeks of unpaid leave if they meet the FMLA Eligibility Criteria for a serious health condition associated with a pregnancy, to care for a spouse with such a condition, and for the care of a newborn child or a child placed with the employee for adoption or foster care. Leave to care for a newborn, adopted, or foster child must be taken within the first year of the child's birth, adoption, or placement for foster care. An employee who does not meet the FMLA Eligibility Criteria may be entitled to reasonable accommodations for a mental or physical limitation associated with pregnancy, which could include leave, the duration of which is subject to determination based on the particular circumstances.

### **6.8.3 Paid Parental Leave**

The District provides 192 hours of paid parental leave for employees who meet the FMLA Eligibility Criteria. The paid leave must be taken within the first year after the birth of the employee's child or date of adoption of the employee's child, and shall also constitute leave to which the employee is entitled pursuant to the District's Family/Medical Leave Policy (a total

of 12 weeks in any rolling one year period). Such paid leave will be at 100% of the employee's regular salary.

#### **6.8.4 Notice Requirements**

Employees must provide at least 30 days' notice before the anticipated start date of the leave. If the need for leave is not foreseeable, the employee must notify their supervisor as soon as possible. Employees should provide a medical certification from their healthcare provider to support the need for leave.

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

During Family/Medical leave, the District will maintain the employee's health insurance under the same terms and conditions as if the employee were actively working. Employees are responsible for their share of health insurance premiums, which will be deducted from their paycheck if receiving paid leave or billed directly if on unpaid leave.

#### **6.8.6 Job Protection**

Employees returning from Family/Medical leave will be reinstated to their original position or an equivalent position with equivalent pay, benefits, and other employment terms. If an employee fails to return to work at the end of the approved leave period, the District will consider the situation as a voluntary resignation unless an extension has been approved.

#### **6.8.7 Procedure for Requesting Leave**

Notify your immediate supervisor and Command Staff in writing at least 30 days before the anticipated leave start date. Submit the completed Family/Medical leave request form and medical certification to Command Staff. Command Staff will review the request and provide written confirmation of the leave approval, including the duration and terms of leave.

#### **6.8.8 Expression of Breast Milk**

The District supports the practice of expressing breast milk and shall make reasonable accommodations for the needs of employees who express breast milk.

The District will provide access to a designated well-maintained place in the workplace, which shall not be a bathroom, which provides privacy for the expression of milk while the affected employee is on duty. Affected employees should consult with their immediate supervisor to discuss a reasonable plan, when possible, regarding the number of breaks and estimated time necessary during a work shift for expression of milk, and any other special needs of the employee regarding the expression of milk.

No adverse action will be taken against an employee exercising a right provided by applicable law and this policy to express milk in the workplace.

## **7.0 Insurance Coverage**

### **7.1. Group Insurance**

The District is interested in the health and well-being of both you and your family. A comprehensive health and life insurance program is available for you and your family. We provide group insurance underwritten by a national insurance carrier. You will be eligible for coverage at the time of your employment.

The following benefits are currently provided, as defined, and limited in the literature provided by our insurance carriers:

- Group Term Life Insurance
- Accidental Death & Dismemberment Insurance
- Medical Health, Dental, Vision Care Coverage

You will be provided a booklet describing your benefits when you join the program. All descriptions of benefits contained in this handbook are for orientation purposes only and are not definitive. For an accurate and up-to-date description of a particular benefit or coverage, contact the Fire Chief who will have access to our actual insurance policy.

The District pays 100% of the medical insurance premiums for insurance coverage on you. The ESD also provides dependent coverage for spouse or family at 50% for health, dental and vision coverage.

In the event of your termination of employment with the District or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your or their expense. This right does not affect the conversion privilege as stated in the insurance policy. Consult the Fire Chief for details.

Insurance programs and types of coverages are subject to periodic renewal with insurance carriers. The District's Board of Commissioners reviews changes in policies and types of coverage annually. All benefits are subject to change on an annual basis.

### **7.2. Disability Insurance**

If you are a regular full-time employee of the District, you are protected through a short term, long term, term life insurance and accidental death and dismemberment insurance policy from financial hardship if you are totally disabled because of illness or accident that is job-related. The details of this coverage, including hospital and medical, surgical, laboratory and x-ray, and/or major medical coverage are defined in the literature provided by the insurance carrier.

Total disability means that you cannot perform in any position that the District has available, that you are qualified for and normally able to perform. (Workers' Compensation benefits protect you if you are involved in a job-related sickness or accident.)

### **7.2.1 Short/Long Term Disability**

The District provides full-time employees with short- and long-term disability coverage at no cost to the member.

### **7.2.2 Additional Coverage**

The District also makes available additional on or off the job coverage options that may be purchased by the member.

## **7.3. Vision Insurance / Dental Insurance**

The District currently does cover the cost of dental/vision insurance for the employee.

## **7.4. Life Insurance**

If you are a regular full-time employee of the District, you are covered by our Group Life Insurance. This insurance is payable in the event of your death, at any time or place, while you are insured. Payment will be made in a lump sum or in installments to the beneficiary, as designated by you. You may change your beneficiary whenever you wish by submitting the appropriate documents with the insurance carrier. However, if you are married, state law places limitations on your ability to designate someone other than your spouse as the beneficiary of your life insurance without your spouse's consent. Refer to the literature provided by our insurance carrier for details on your life insurance coverage.

## **7.5. Government Required Coverage**

### **7.5.1 Workers' Compensation Insurance**

The Workers' Compensation Law is an insurance plan which is supervised by the state and one hundred percent (100%) paid for by the District. This law was designed to provide you with benefits for any injury that you may suffer in connection with your employment. Under the provisions of the law, if you are injured while at work, you are eligible to apply for Workers' Compensation.

#### **What Is Workers' Compensation?**

The Texas Workers' Compensation law was passed by the State legislature to guarantee prompt, automatic benefits to workers injured on the job.

Before Workers' Compensation, an injured worker had to sue his employer to recover medical costs and lost wages. Today, if you are unable to work because of a job injury, the District, and our Workers' Compensation Insurance carrier work together to take care of your medical expenses and pay you money to live on until you are able to come back to work.

#### **Who Is Covered?**

Every paid employee is protected by Workers' Compensation.

## What Is Covered?

Any injury is covered if it is caused by your job. This insurance is not limited to just serious accidents. It covers even first-aid type injuries. Illnesses may also be covered if they are related to your job. For example, common colds and flu are not covered, but if you caught tuberculosis from a patient, that would be covered. The main question is: was the injury or illness the result of the performance of your job?

## When Am I Covered?

Coverage begins the first minute you are on the job and continues any time you are working for the District. You do not have to work a certain length of time, and there is no need to earn any minimum amount of wages before you are protected.

## What Are the Benefits?

Texas law guarantees you three kinds of workers' compensation benefits:

- A. Medical care to take care of the injury, including not only doctor bills, but also medicines, hospital costs, fees for lab tests, x-rays, crutches and so forth. There is no deductible, and all costs are paid directly by our Workers' Compensation Insurance carrier. If you do receive a bill, be sure to submit it to the Office Manager for payment through our insurance carrier.
- B. Rehabilitation services necessary to return to work. Sometimes, this is just an extension of medical treatment (for example, physical therapy to strengthen muscles). However, if the injury keeps you from returning to your usual job, you may also qualify for vocational rehabilitation and retraining. Again, all costs are paid directly by the District through our Workers' Compensation Insurance carrier.
- C. Cash payments for lost wages. The most common kind of payment, for "temporary disability," will be made for as long as the doctor says you are unable to work. Additional cash payments may be made after you are able to work if there is a permanent handicap, for example, the amputation of a finger or loss of sight. If the injury results in death, payments will be paid to surviving dependents.

## How Do I Get the Benefits?

All injuries, no matter how slight, must be reported immediately (within 24 hours) to your supervisor to assure consideration under Workers' Compensation Insurance should complications develop later. Your supervisor will see that you receive medical attention. If you are injured, tell your supervisor what, where, when, and how it happened -- enough information so that he or she can arrange medical treatment and complete the necessary reports. In an emergency, you may go directly to one of the medical facilities nearby. Later, you will be required to furnish your supervisor with written statements regarding the on-the-job accident so that we may accurately document the incident, and so you may receive all the benefits to which you are entitled. Failure to complete these forms could result in a loss of benefits.

Prompt reporting is the key. Benefits are automatic, but nothing can happen until we know

about the injury. Ensure your right to benefits by reporting every injury, no matter how slight. Even a cut finger can be disabling if an infection develops.

### **7.5.2 Unemployment Compensation**

The District pays a percentage of its payroll to the Unemployment Compensation Fund according to the District's employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time.

Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have earned a certain amount and be willing and able to work. You should apply for benefits through the Texas Workforce Commission (formerly the Texas Unemployment Commission) as soon as possible. The District pays the entire cost of this insurance.

### **7.5.3 Social Security**

The U. S. government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, the District may elect to deduct this amount from each paycheck you receive. In addition, the District matches your contribution dollar for dollar, thereby paying one half of the cost of your Social Security benefits.

## **8.0 Retirement Plan**

The District has a retirement plan through the Texas County and District Retirement System (TCDRS)

Participation in the Plan begins immediately on the first day of employment and eligible employees are subject to the vendor requirements.

The details regarding the District and employee contributions, administration, investments, etc. are provided in the separate literature which will be given to you. If you have not received a copy of the document, ask your supervisor for one.

**Statement of Employee Retirement Income Security Act (ERISA) Rights.** As a participant in the District Employees' Retirement Plan, you are entitled to examine the Plan documents, the annual report and the plan description filed with the U.S. District of Labor. This inspection may be made during normal business hours; ask your supervisor to make arrangements for you.

### **8.1 Deferred Compensation (457) Plan**

The District also makes a deferred compensation 457 plan available that a member may elect to use to augment their retirement savings. Details are available from the plan administrators.



## **9.0 Other Benefits**

### **9.1. Education Assistance**

We feel an individual who possesses a desire to continue their education, in addition to performing their full-time job, shows a commitment to improving themselves and their position within the District. The State of Texas offers college tuition exemption for firefighters who are:

- Enrolled in fire science classes
- Certified as a TCFP Basic Firefighter and employed by a fire District OR a volunteer firefighter and certified to a SFFMA Firefighter II level.

### **9.2. Attending Seminars/Training Sessions**

From time to time, the District may arrange to have both formal and informal training programs to enable you to progress in your technical knowledge or maintain your certifications.

Employees may be selected to attend special schools, workshops, or specialized training programs. If the District determines that you're possessing these special skills is of value to the District, you will receive a normal paycheck while attending these schools or workshops. All or a portion of the expenses for off-premises training will be paid for by the District depending on the nature of the course. As a condition of paying the cost of your attendance at an approved training program, you may be asked to sign an agreement to repay to the District all expenses paid by the District for such training, and to consent to a deduction of such amounts from wages and other payments owed to you by the District if you voluntarily terminate your employment with the District less than an identified period of time after you complete such training. Check with your supervisor for details.

If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of your supervisor.

Since these seminars are usually offered only at specified times in a geographical area, please be sure to notify your supervisor as far in advance as possible. This way, he or she can attempt to schedule workloads to accommodate your (and/or other employees') desire to attend the seminar.

If you determine that a particular class or seminar is of interest to you, but the District does not see the entire value of the course in relation to your particular position or job, the District may, at its discretion, offer time off without pay to attend the course or partial expense reimbursement. Decisions to allow time off without pay will depend on whether the class or training is related to the provision of emergency services, has a potential bearing on future job duties of the affected employee, involves education or training in public management or administration, or has some bearing on current or potential future needs of the District.

If your employment with the District terminates by your choice within the period of time after completing the course that is identified in an agreement for reimbursement, the reimbursement you received will be deducted from amounts owing by the District to you.

## **10.0 Other Policies**

### **10.1. Borrowing Tools & Equipment**

See Section 10.23. "Personal Use of District Property" in this section.

### **10.2. Bulletin Boards**

Bulletins and bulletin board(s) are one of the ways we use to keep everyone informed about new policies, changes in procedures, and special events. Information of general interest is posted regularly on the bulletin board(s). Please form the habit of reading the bulletin boards regularly so that you will be familiar with the information posted on them.

Only officers and those receiving permission from an officer are permitted to post, remove or alter any notice on the bulletin boards that is no longer timely or applicable. Other than the notices required by law to be posted, only information pertaining to the District's operations may be posted on District bulletin boards.

### **10.3. Communications**

Successful working conditions and relationships depend on successful communication. Not only do you need to stay aware of changes in procedures, policies, and general information, you also need to communicate your ideas, suggestions, personal goals, or problems as they affect your work.

In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all the District methods of communication, including this handbook, bulletin boards, discussions with your supervisor, memoranda, staff meetings, newsletters, training sessions, etc.

In addition, you may receive informative memos from the District. There is no regular schedule for distribution of this information. The function of each memo is to provide you with information that will keep you up to date on the events here at the District.

Email communication is the primary and preferred formal communication tool for department communications. Personnel are required to check and read their FD work emails at least at the beginning of a shift and end of a shift. Personnel who elect to receive or check their emails while off duty will not be compensated since it is not required.

### **10.4. Computer Software (Unauthorized Copying)**

The District does not condone the duplication of software other than in accordance with our license agreements with the software manufacturers.

### **10.5. Contributions**

The District is a tax-supported institution and is generally prohibited from making cash donations to charities, churches, the United Way, health drives, and/or community youth activities. Please make others aware of this policy should you be asked to obtain contributions from the District.

## **10.6. Dress Code/Personal Appearance**

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, especially if your job involves dealing with customers or visitors in person. A neat, tasteful appearance contributes to the positive impression you make on the public. If you are a paid employee, you are required to wear a uniform or be suitably attired and groomed during working hours or when representing the District.

Personal appearance is a matter of concern for each employee and volunteer. If your supervisor determines that your attire is out of place, you may be asked to leave work until you are properly attired. You will not be paid for the time you are off the job for this purpose. Your supervisor has the sole authorization to determine if you are in compliance with the dress code, and anyone who violates this standard will be subject to appropriate disciplinary action.

All members shall be constantly aware of the fact that their personal appearance, dress, and demeanor are directly reflective of themselves, their unit, and the District. When on duty, members shall always present an image of professionalism, pride, and confidence by being properly and neatly attired.

For further clarification or additional information, please reference policy C101: Uniform, Apparel and Grooming.

## **10.7. Exit Interviews**

In instances where an employee voluntarily leaves our employ, the District would like to discuss your reasons for leaving and any other impressions that you may have about the District. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will help us obtain insights into possible improvements we can make.

## **10.8. Expense Reimbursement**

You must have your supervisor's authorization prior to incurring any expense on behalf of the District. To be reimbursed for authorized expenses, you must submit an expense report/voucher accompanied by receipts and approved by your supervisor. Please submit your expense report/voucher as you incur authorized reimbursable expenses.

If you are asked to conduct District business using your personal vehicle, you will be reimbursed for your mileage at the rate currently allowed by IRS rules. Please submit this expense on an expense report/voucher.

See X1032 Travel Policy and Procedures for more information.

## **10.9. First Aid**

Federal law ("OSHA") requires that we keep records of all illnesses and accidents which occur during the workday. The Texas Workers' Compensation Act also requires that you report any illness or injury

on the job, no matter how slight. If you hurt yourself or become ill, you must contact your supervisor for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact the business supervisor or your supervisor for more information.

### **10.10. Gifts**

No employee or volunteer may accept or solicit a gift of any kind from a supplier or vendor representative or any business within the District or with interests within the District which could indicate favoritism.

Employees or volunteers are also not permitted to give gifts to our customers or suppliers, except for certain promotional or educational items such as brochures, and other items designated by the District for public information. Under very limited circumstances, members may accept on behalf of the entire District gifts such as food that will be consumed by all members of the District and will not benefit any one individual. When offered such gifts, the employee or volunteer should ask their supervisor if it would be appropriate to accept the gift on behalf of the District. Employees and volunteers should NEVER solicit or encourage any favor, discount, or contribution from any vendor or customer within the District.

### **10.11. Grievances**

If you should have a complaint or grievance regarding your work or the conduct of someone you work with, you should feel free to discuss your concern with your immediate supervisor. If you are unable to resolve the grievance to your satisfaction with your supervisor, you may inform him or her in writing that you would like to take the issue up the chain of command. After informing your supervisor, you may contact the next higher person in the District. You may continue this appeal process by written submission up to the Fire Chief who will have the final say in the resolution of the matter.

We believe that open lines of communication are best for all concerned. Therefore, when you wish to express your problems, opinions, or suggestions, you will find an open door and an attentive ear.

Whenever you have a problem or complaint you want the District to specifically address by a change, remedy, or other action, we expect you to speak up. You should take the following steps:

1. First, speak with your immediate supervisor. Your supervisor is most familiar with you and your job and is, therefore, in the best position to assist you. Your supervisor works closely with you and is charged with seeing that you are treated fairly and properly.
2. If your supervisor cannot resolve the matter with or for you, inform him/her in writing of the relevant facts that are the subject of your grievance and that you wish to pursue the issue up the chain of command. Your supervisor will present your written grievance to the next individual up the chain of command who will be responsible for giving your problem or complaint prompt consideration. The next individual up the chain of command will schedule a time to speak with you within 10 days after you submit your written grievance and will provide a written response with any measures to be taken, if any, to address your grievance.

3. If your concern is not resolved by the next level supervisor and you feel that the situation warrants further review, you may follow the same process by re-submitting or revising your written grievance within five (5) business days of the date you receive a written response to request that the issue be taken to the Fire Chief. The Fire Chief will schedule a meeting with you and provide a written response within a reasonable period of time.

See Sections 1.2.10 and 1.2.12 of these policies regarding equal opportunities and procedures for reporting unlawful harassment.

### **10.12. Housekeeping**

Neatness and good housekeeping are signs of efficiency. You are required to keep your work area and the stations neat and orderly at all times. It is a required safety precaution.

Easily accessible trash receptacles are located in the station. You are required to put all litter in the appropriate receptacles and containers. Smoking in any part of the station is prohibited by District policy. Always be aware of good health and safety standards, including fire and loss prevention. Please report anything that needs repairing or replacement to your supervisor immediately.

### **10.13. Inspection of Packages**

The District reserves the right to inspect all packages or closed containers brought into or taken out of the work area. You should have no expectation of privacy in any closed containers brought into the workplace.

### **10.14. Layoff & Recall**

In the unlikely event of a reduction in the workforce, employees will be laid off based on skills, abilities, performance reviews, and seniority. If the skills and abilities of two employees are equal, seniority will be the determining factor in the layoff decision.

### **10.15. Certain Health Conditions**

See Section 6.0 of these policies regarding leaves and accommodations for a health condition.

You may be entitled to reasonable accommodations for a health condition or physical or mental limitation protected by the Americans with Disabilities Act or other applicable law if you can perform the essential functions of your job with such an accommodation. If you believe you need an accommodation, discuss the matter with your supervisor to explore what reasonable accommodations may be provided. The confidentiality of any disclosures you make in an exploration of reasonable accommodations will be protected.

### **10.16. Supervisors**

Your immediate supervisor is the person on the management team who is closest to you and your work. Your day-to-day contact with your supervisor gives you a chance to receive guidance and

counsel regarding your assignments and the progress you make on your job. Your supervisor can show you how your work fits into the overall picture, train you, explain the "how's" and "whys," and encourage you.

Your supervisor is responsible for the efficient operation of the daily work. Your supervisor has the authority to assign work, to recommend pay increases, transfers, or promotions, to maintain order and discipline, and to recommend dismissal if performance is not satisfactory.

Remember, your supervisor probably started in a job much like yours and can guide and help you. Your supervisor's responsibilities include the charge to see to it that you have every chance to succeed. When you need help or have questions, complaints, problems, or suggestions, contact your supervisor first. He or she is interested in your success and the overall success of the District. Go to your supervisor for information about your job, your pay, or other matters of District policy.

Please do not burden your supervisor with questions that can be answered by reading this Handbook or by checking bulletin boards. Do feel free to ask for clarification of regulations or responsibilities. Any problem that hinders the efficient completion of your responsibilities should be taken up with your supervisor.

### **10.17. Open Door Policy & Counseling**

Normally, you will be expected to use the Grievance Procedure outlined earlier in this Handbook to resolve a problem. However, if the problem or complaint is of a personal nature, or a very delicate matter, you may meet first with the Chief to discuss it. He or she will decide if you should first discuss the problem with your immediate supervisor. If so, you will be directed to use the Grievance Procedure. If the complaint, suggestion, or question is of such a nature that resolution would be hampered by strict adherence to the chain of command or the Grievance Procedure, the person you contact may take the appropriate action.

### **10.18. Outside Activities**

Without the approval of his/her immediate supervisor and the Chief, no employee may take an outside job, nor may they do work on their own, if it in any way compromises the services we provide our customers.

If your financial situation requires you to hold a second job, part-time or full-time, or if you intend to engage in a business enterprise of your own, it is a condition of your employment with us that you inform us of your intended actions. Before accepting any outside employment, you should discuss the position and its potential effect on your performance at the District with your supervisor. The decision whether the outside employment will interfere with the District's operations or your work with us will be exclusively ours to make.

### **10.19. Parking Lot**

You are encouraged to use the parking areas designated for our employees. Please try to keep the parking spaces in front of the station for visitors to the station.

Remember to lock your car every day and park within the specified areas. When you park your car at the stations, park it in the "ready" position with the rear wheels toward the curb.

People driving cars usually arrive at separate times but may leave at the same time at shift change, a meeting, or a training session is over. Because everyone is trying to leave at the same time, this increases the potential for a backing accident, particularly at shift change when rear windows may be fogged over. By having your car's rear wheels at the curb, you will have better control when you leave. Courtesy and common sense in parking will avoid accidents, personal injuries, damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your supervisor and the Chief.

The District does not assume any liability for any loss or damage your vehicle may sustain while on District property or business.

### **10.20. Payroll Advances**

The District is a tax-supported agency and, by law, is prohibited from granting advances against your future salary or providing loans to employees.

### **10.21. Personal Phone Calls & Mail**

Please keep personal phone calls to a minimum while you are on duty or volunteering at the station, and confine your incoming calls to between 7:00 a.m. and 10:00 p.m. If you need to make or receive personal calls while on duty, they must not interfere with your work. You are permitted to make limited local area calls on District telephones for essential personal business during your shift when that is the only time you can make contact with the individual you need to speak with. Please do not abuse this privilege. No business or another employer or of the employee's personal business may be conducted while an employee is on duty with the District.

Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made at any time, so long as they do not interfere with any emergency response activities. Urgent incoming calls will be directed to you immediately.

Please do not use the District as a personal mailing address.

### **10.22. Personal Property**

Due to the open nature of our station and the fact that we may be required to leave the station unsecured while we are on a call, you should try to avoid keeping personal equipment or property at the District where loss or damage could result. If you wish to utilize your personal property at the stations or on one of the vehicles, you should clearly and permanently mark your name or unit number on the property and you should inform your supervisor by memo of the items of personal property that you are utilizing to perform your work.

### **10.23. Personal Use of District Property**

In some limited instances, employees may be allowed to borrow certain of the District's tools or equipment for their personal use while on our premises. Such instances might include the use of jacks and hand tools to work on their personal cars while off-duty, etc. If you want to use District equipment or tools during or after work hours for your personal benefit, you must have the approval of your supervisor. **YOU MAY NOT TAKE A TOOL OR PIECE OF EQUIPMENT OFF AN APPARATUS FOR YOUR PERSONAL USE.** You may also not take any tools or equipment away from the station unless it is to a roadside emergency, or similar emergency use approved by your supervisor.

While repairing or maintaining your personal property, you may not use consumable supplies such as oil that are the property of the District. In some instances, you may use District tools such as chain saws, weed eaters, or lawn mowers and take them off District premises for personal use with the approval of the Station Officer; however you will be held responsible for any maintenance, damage or loss while in your possession.

By the use of District equipment for your personal use, you understand and agree that the District is not liable for personal injury incurred during the use of the District property. As a District employee, you accept full responsibility for any and all liabilities for injuries or losses that occur, or for the malfunction or damage of equipment. You are responsible for returning the equipment or tools to their proper storage area in good condition, and you agree that you are required to pay for any damages that occur while using the equipment or tools for personal projects.

Employees who are currently under investigation for potential disciplinary action, who are subject to a performance improvement plan, suspension, or other disciplinary action, or who have previously lost or damaged District property that was in the employee's possession will not be eligible to borrow any District property.

### **10.24. Promotion Policy**

It is our policy to advise all employees about advancement opportunities by means of bulletin boards or other suitable methods. If you are interested in an open position and you feel you are qualified, please submit your request for consideration for a specific position directly to your supervisor.

Whenever a position becomes available, an effort will be made to fill it by promoting a qualified employee from within the District. Positions will be filled based on your supervisor's recommendation, your individual ability, your performance on skills testing, previous evaluations you have received, your past job performance, and length of service if two people have similar qualifications. By utilizing all opportunities for education and performing your job well, you may become qualified to fill a position of greater skill, responsibility, and value at the District. However, the District will always continue to look outside the District for potential employees as well in order to bring new ways of doing things to the District.

Whenever you are learning a new job, or if your abilities are unknown in a particular job, you will be classified as "probationary" during the time necessary for you to gain experience to demonstrate an ability to do the job. The length of training time for any given job is governed by the experience required for that job and your learning ability. Your performance and progress will be reviewed



approximately every ninety days during training. Adjustments in wages for a new position are made following completion of a probationary period.

### **10.25. Property & Equipment Care**

It is your responsibility to understand and know how to use the machines you use to perform your duties. Good care of the equipment you use during the course of your employment, as well as the conservative use of supplies, will benefit you and the District. If you find that a piece of fire or EMS equipment is not working properly or in any way appears unsafe, please notify your supervisor immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate an apparatus or piece of equipment that is unsafe or that you are not qualified to use.

### **10.26. References**

The District does not respond to oral requests for references. All requests must be in writing and on business or agency letterhead. In the event you leave the employ of the District, we may be able to provide references to potential employers, depending upon the circumstances, your employment history, etc. However, you must first sign a reference release waiver, allowing us to release reference information beyond merely confirming that you worked at the District for a specific period of time and your position.

As an employee, do not, under any circumstances, respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, and you receive a request for a reference, you should forward the request to your supervisor.

### **10.27. Resignation**

While we hope both you and the District will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with the District. If you anticipate having to resign your position with the District and you wish to leave our employ in "good standing," you are expected to notify your supervisor at least (2) two weeks in advance of the date that you must leave.

### **10.28. Restricted Areas**

In the interest of safety and security, certain portions of the District's facilities may be restricted to authorized personnel only. Such areas, including the areas where business records and personnel records are stored, will not be marked as "off limits," but they will generally be locked. If a file or office is locked, you should assume that the contents within are restricted.

By District policy, all enclosed spaces within the station are designated "no smoking" areas.

### **10.29. Return of District Property**

Any District property issued to you, such as PPE or uniforms, must be returned to the District at the

time of your dismissal or resignation, or whenever it is requested by your supervisor. It is your responsibility to pay for any lost or damaged items. The value of any property issued and not returned may be deducted from your final paycheck, and you may be required to sign a wage deduction authorization for this purpose.

### **10.30.Safety Rules**

Safety is to be given primary importance in every aspect of planning and performing all District activities. We want to protect you against injury and illness, as well as minimize the potential loss of the capabilities we deliver to our taxpayers. As explained in the District Safety Policy, two principles drive our safety procedures:

- Predictable events have preventable actions, and;
- No action will be taken until an unsafe condition can be rendered safe.

Please report all injuries (no matter how slight) to your supervisor immediately. All District employees are covered by Worker's Compensation Insurance that requires reporting of the accident or injury within twenty-four hours in order to assure coverage for the individual.

As you go about your work, you may be the first to notice an item that needs repair or constitutes a safety hazard. It is your responsibility to notify your supervisor immediately of the unsafe condition. If your supervisor is not available, it is also your responsibility to mark off the unsafe area or equipment with tape or flagging to prevent injury to others.

#### **10.30.1 General Safety Rules:**

- Avoid overloading electrical outlets with too many appliances or machines.
- Use flammable items, such as cleaning fluids, with caution.
- Walk -- do not run when on-scene or at the stations.
- Use stairs one at a time.
- Ask for assistance when lifting heavy objects.
- Keep cabinet doors and file and desk drawers closed when not in use.
- Sit firmly and squarely in chairs that roll or tilt. Do not lean back in a chair. A good rule of thumb for chairs is "four legs and one foot on the floor at all times."
- Wear or use appropriate safety equipment as required in your work.
- Avoid "horseplay" or practical jokes.
- Use equipment or apparatus only after safety procedures and requirements have been explained and you understand them.
- Use air hoses only for the use intended. Avoid blowing air at yourself or anyone else.
- Wear appropriate personal protective equipment, including breathing apparatus, bunker gear, boots, gloves, and, when appropriate, goggles, hearing protectors, etc., when working on an operation that requires their use.

- Keep your work area clean and orderly, and the aisles clear.
- Use the right tool for the job and use it correctly.
- Operate motorized equipment and fire apparatus only if authorized by your immediate supervisor. All apparatus operators must be authorized to use each piece of equipment by the District.

Failure to adhere to these rules will be considered serious infractions of safety rules and may result in disciplinary actions.

### **10.30.2 Safety Rules When Operating Machines & Equipment**

- Machine guards must be in place while machines are in operation.
- Loose clothing, jewelry, rings, or anything that could pose a hazard must be removed before operating equipment.
- Employees must wear steel toe shoes and prescription safety eye protection (if necessary).
- Specialized personal protective equipment, including prescription safety glasses and steel toe shoes, will be issued to you by your supervisor when necessary.

You are expected to work safely, to observe all the safety rules and to keep the premises clean and neat. Remember that carelessly endangering yourself or others may lead to disciplinary action, including possible dismissal.

## **10.31. Security**

Maintaining the security of the District buildings and vehicles is every employee's responsibility. Develop habits that ensure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them, should the need arise.
- When you leave the District's premises make sure that all entrances are properly locked and secured.

## **10.32. Seniority**

Many of your benefits are determined by seniority. Also, seniority is one of the factors recognized when making promotions. Therefore, seniority is very important to you as an employee.

You must complete a Probationary Period when you are hired. During this period, you carry no seniority rights. If you are retained after the Probationary Period, you will be credited with seniority from the date of your hire. Your seniority will reflect your length of employment beginning on the date on which you began work (anniversary date).

### **10.33. Service Awards**

Each year, the District honors its "Firefighter of the Year", special recognitions and long-term employees by presenting years of service awards.

### **10.34. Smoking/Chewing Tobacco**

Smoking/Chewing Tobacco is not permitted on ESD property. The property has been designated a "Tobacco-Free" workplace.

### **10.35. Solicitations & Distributions**

Solicitation for any cause during working time and in working areas is not permitted. You are also not permitted to distribute "free" non-District literature or political materials in the stations or in work areas at any time. Employees are not permitted to sell chances, candy, or merchandise, or otherwise solicit money or contributions.

### **10.36. Substance Abuse**

The District is committed to providing its employees with a safe workplace and an atmosphere that allows them to protect the lives and property placed in their care. District employees should not be subject to any safety threats as a result of the alcohol or drug-induced incapacities of fellow workers. You must be in suitable mental and physical condition while at work, allowing you to perform your job effectively and safely.

Whenever use or abuse of any substance interferes with a safe workplace, appropriate action must be taken. The District has no desire to intrude into its employees' personal lives. However, both on-the-job and off-the-job involvement with any mood-altering substances can have an impact on our workplace and on the District's ability to achieve its objectives of safety and security.

You are expected to report to the workplace with no mood-altering substances in your body. While you may make your own lifestyle choices, the District cannot accept the risk in the workplace which substance use or abuse may create. The possession, sale, or use of mood-altering substances at the stations, or coming to work under the influence of such substances shall be a violation of safe work practices and will be subject to disciplinary action up to and including indefinite suspension.

Employees will not be permitted to work while under the influence of drugs or alcohol. Individuals who appear to be unfit for duty will be subject to a medical evaluation that includes drug or alcohol screening. Refusal to comply with a fitness-for-duty evaluation may result in disciplinary action up to and including indefinite suspension.

Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public, or District facilities, or where such usage adversely affects the public's trust in the ability of the District to carry out its responsibilities, will not be tolerated. Employees who are involved in or suspected of involvement in off-the-job drug activity will be considered in violation of this policy.

Employees undergoing prescribed medical treatment with a controlled substance that may affect

the safe performance of their duties are required to report this treatment to their supervisor through their personal physician.

An employee who voluntarily seeks treatment for a substance abuse problem that requires a leave of absence for treatment may be eligible for such leave of absence and further may be eligible for benefits under the specifications of the District's insurance policy.

Nothing in this policy is construed to prohibit the District from its responsibility to maintain a safe and secure work environment for its employees or from invoking such disciplinary actions as may be deemed appropriate for actions of misconduct by virtue of their having arisen out of the use or abuse of alcohol or drugs or both.

### **10.37. Suggestions**

We encourage all employees to bring forward their suggestions and good ideas about how our District can be made a better place to work and our service to the public enhanced. When you see an opportunity for improvement, please talk it over with your immediate supervisor. He or she will begin the process of evaluating your idea and forwarding it up the chain of command for possible implementation.

### **10.38. Theft**

The position of firefighter or EMS provider is one that must be above reproach. By virtue of our access to a patient's home or commercial property, theft of any type will not be tolerated by the District. Property theft includes the unauthorized use of District services or facilities or the taking of any District property for personal use. The following list of examples is not all-inclusive but provides illustrations of several activities that are unacceptable.

- **Use of District copy machines for personal use.** The office copiers are not provided as a free service to employees. However, because our copier service contract results in the cost per copy of approximately one cent, the District has consented to allow only the occasional copying without reimbursement of a relatively short personal document such as a bill, tax return, etc. as a convenience to our employees. If you wish to use a District copier for a more significant personal use, please follow the established procedure for obtaining authorization for such use and reimbursement to the District.
- **Use of computers.** The District's computers are to be used solely for business purposes of the District.

### **10.39. Traffic Violations**

If you are authorized to operate a District vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you will be considered responsible for fines and/or traffic violations incurred, and you may be responsible for an accident if you are found to be negligent. In the event of a vehicular accident involving a District vehicle, provide the other party to the accident with the information as listed in policy D106: Vehicle Accident Investigations. All employees authorized to operate District vehicles and apparatus must timely report to the Fire Chief any traffic tickets, convictions, deferred adjudications, or deferred prosecutions of traffic offenses.

An employee who is convicted, pleads no contest, or receives a deferred adjudication or prosecution of three (3) or more traffic offenses in any two-year period shall not be permitted to operate District vehicles and apparatus. Such employees are subject to transfer or demotion to a position that does not involve such activities and may be subject to layoff if no other suitable position is available.

In addition to background investigations of new hires the District may do periodic investigations of driving records for employees authorized to operate District vehicles and apparatus.

#### **10.40. Transfers**

Transfer from one position to another in the District may be required or requested from time to time. Such transfers (up, down, or laterally) will be made with a possible adjustment in pay. Transfers for more than thirty days will be considered permanent transfers. In the unlikely event that you are permanently transferred for the District's benefit to a lower position, your wage will be adjusted to suit the new position.

#### **10.41. Uniforms**

We provide uniforms, apparel, and specialized equipment that our on-duty employees must wear while at work. Upon termination of your employment, the uniforms and other equipment must be returned to the District, or the cost will be deducted from your final paycheck. It is understood that the uniforms that you will return will be subject to the wear and tear associated with an active fire and EMS provider service.

#### **10.42. Use of District Vehicle**

If you are authorized to use a District vehicle for District business, you must adhere to the following rules:

- You must be a licensed driver for the vehicle you will operate.
- You are responsible for paying any moving violation tickets. Also, please park appropriately -- parking violations will not be paid by the District.

**Note:** See Section 1.2.9 "Driver's License & Driving Record" of this Handbook and "Traffic Violations" earlier in this section for further information.

#### **10.43. Visitors**

Your friends or family are welcome to visit you at the District facilities in the evening hours when you are not busy on an assignment. However, due to liability concerns, they should not be permitted unaccompanied in the bays. Visitors shall not be permitted to be in the station after 21:00; overnight guests are not permitted.

The District offers a Ride-out program for visitors to ride on apparatus on calls; please see your supervisor for the required form and liability release information.

#### **10.44. Violations of Policies**

You are expected to abide by the policies in this handbook. Failure to do so will lead to appropriate disciplinary action in accordance with the District discipline policy, which is a progressive system of behavior modification designed to correct inappropriate actions at the earliest possible stage and return the employee to good standing within the District.

#### **10.45. Annual Physical Exam**

The District considers all the individuals that we hire to be potential long-term employees. As firefighters and EMS providers, we are exposed to environmental hazards during the course of performing our duties. The long-term effects of those exposures is not known and, therefore, we are developing a program to track your health over the time of your employment with us. The program includes an entrance physical, annual update physical, and periodic physicals whenever you have been exposed to a substance or disease that could affect your health.

In order to establish a baseline physical condition for you upon joining the District, the District may require you to undergo a physical at a local industrial medicine clinic. The physical will include a medical history, blood tests for organ function, an eye exam, a vision test, a hearing test, a respirometer test of lung capacity, a urinalysis, and a physical exam by a doctor. These tests will be performed each year during your annual physical in order that your doctor may monitor your condition for any changes that are not normal.

The detailed results of the physical and all future physicals will be confidential information to be shared between you and the doctor. We will require from the doctor a letter stating that you are in good health and that you are fit to perform the duties for which you are being hired.

#### **10.46 Non-Fraternization Policy**

While the District encourages a collegial and supportive atmosphere at work for its employees, interpersonal relationships between employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the District; or harming the goodwill and reputation of the District among in the community at large. For this reason, the District reminds its employees that the following guidelines apply in their relations with other employees, both on and off duty:

1. A supervisor should not engage in any form of relationship with a subordinate employee that could potentially have the appearance of creating or promoting favoritism or special treatment for the subordinate employee. In the event of such a relationship, the employees involved will be given the opportunity to choose which of them will be reassigned to an alternative position where favoritism or special treatment will not be an issue, or one or both employees may be subject to dismissal, depending upon the nature of the situation. All employees, especially supervisory personnel, are reminded that the qualities of good judgment, discretion, and compliance with guidelines are all taken into account when considering future advancement opportunities and salary increases.

2. If a relationship or social activity between two or more employees:
  - a. has the potential or effect of involving the employees, their coworkers, or the company in any kind of dispute or conflict with other employees or third parties;
  - b. interferes with the work of any employee;
  - c. creates a harassing, demeaning, or hostile working environment for any employee;
  - d. disrupts the smooth and orderly flow of work within the office, or the delivery of services within the District;
  - e. harms the goodwill and reputation of the District in the community at large; or
  - f. tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship,

The employee(s) responsible for such conditions will be subject to counseling and/or disciplinary action, up to and potentially including termination of employment, depending upon the circumstances.

3. No employee may use the District's equipment or facilities for furtherance of non-work-related activities or relationships without the express advance permission of the chain-of-command supervisor.

4. Employees who conduct themselves in such a way that their actions and relationships with each other become the object of gossip among others in the office, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from the chain-of-command supervisor to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.

Friendships and social contacts between employees are not a matter of concern as long as they are consistent with the above guidelines. Employees may address any questions on this policy to the chain-of-command supervisor.

## **10.47 Whistleblower Policy**

The District is committed to upholding the requirements of all state and federal laws including applicable Whistleblower Act(s). The District will not suspend, terminate, or otherwise discriminate against an employee who appropriately reports a violation of law to an appropriate authority if the employee report is made in good faith.



### **10.47.1**

The following is a **non-exhaustive** list of the kinds of suspected unlawful acts that should be reported:

- Supplying false or misleading information on the District financial or other public documents
- Providing false information to or withholding material information from the District's Board or auditors
- Destroying, altering, mutilating, concealing, covering up, falsifying or making a false entry in any records that may be connected to an official proceeding, in violation of federal or state law or regulations
- Altering, destroying, concealing, or removing from District's records a document, or attempting to do so, with the intent to impair the document's availability for use in an official proceeding or otherwise obstructing, influencing, or impeding any official proceeding, in violation of federal or state law or regulations
- Embezzling, self-dealing, use of District's assets or property for private benefit (i.e., District earnings and/or assets used for the benefit of a manager, officer or by anyone in the organization for personal gain or benefit (other than routine use of facilities for meetings or other routine approved uses, each with prior proper permission)
- Paying for services or goods when the one authorizing or effecting payments knows that the provider of services or goods intends not to render or deliver such goods or services
- Circulating or posting written or graphic material in the workplace that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, nationality, age or disability
- Facilitating or concealing any of the above or similar actions

### **10.47.2 PROCEDURES:**

#### **A. Responsibility**

It is the responsibility of all employees to comply with and to report violations or suspected violations of applicable law in accordance with this Whistleblower Policy.

#### **B. Confidentiality**

The District will endeavor to keep all communications under this policy confidential, except to the extent necessary 1) to conduct a complete and fair investigation, 2) for review of District operations by its Board of Commissioners, independent public accountants, and legal counsel, or as otherwise required by applicable law.

### **C. Retaliation**

The District will not permit any adverse employment actions to be taken against any employee or individual for making a good-faith report of a possible violation, even if the report is mistaken, or against any employee or individual who assists in the investigation of a reported violation. Retaliation in any form will not be tolerated. Any such retaliation should be reported immediately to the Fire Chief or any member of the District's Board of Commissioners, who will promptly cause an investigation of the allegation. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to report suspected violations of law within the District prior to seeking resolution outside the organization.

### **D. How to Report Concerns or Complaints**

Employees and others may communicate suspected violations of applicable law, or alleged retaliation by contacting the Fire Chief or a member of the Board of Commissioners. If the person wishes to remain anonymous, it is not necessary that his/her name or position be given in any notification; however, the fact of anonymity may affect the District's ability to evaluate credibility or may affect the District's ability to make a full investigation of any allegation.

Whether or not employees (or others) identify themselves, for a proper investigation to be conducted, the District should be provided with as much information as possible, sufficient to do a proper investigation, including where and when the incident occurred, names and titles of the individuals involved, and other such details.

In the case of an alleged retaliation for making a good faith report of a suspected violation of law, the employee alleging retaliation shall file a grievance regarding such alleged retaliation not later than ninety (90) days after the date the retaliation occurred or was discovered by the employee through reasonable diligence. Such grievance shall be filed within 90 days of the alleged retaliation with: (i) the Fire Chief, if the Fire Chief is not alleged to be involved in the retaliation; or (ii) the President of the District's Commissioners, if the Fire Chief is alleged to be involved in the retaliation. The person to whom the grievance is submitted shall investigate the grievance and render a decision not later than thirty (30) days after the filing of the grievance.

### **E. Acting in Good Faith**

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of applicable law. Any allegations that prove not to be substantiated and which prove to have been made maliciously or with knowledge of the falsity of the allegation will be viewed as a serious disciplinary offense.

### **F. Handling of Reported Violations**

The Fire Chief or District Commissioner, as applicable, will notify the sender and acknowledge

receipt of the reported violation or suspected violation within 15 business days. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

The reporting individual should be informed of the following:

- Not to contact the suspected individual in an effort to determine facts or demand restitution.
- Not to discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by any of the following, provided that (s)he is not alleged by the reporting individual to have participated in the alleged unlawful conduct: the Fire Chief, the President of the Board of Commissioners or the District's legal counsel.