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## 1. INTRODUCTION TO THE PERSONNEL POLICY MANUAL

Marion County Fire District #1 (MCFD1) has developed this Personnel Policy Manual to provide answers to the questions that most frequently arise regarding our basic policies and rules for employees. The Manual covers all\* employees of MCFD1.

*It is important that you understand that this Manual is not intended to serve as a contract for continued employment or benefits.* Because our ability to serve the public and provide employment to employees depends upon public resources, MCFD1 reserves the right to change or discontinue any benefit plan, policy, or practice at any time as it determines appropriate to ensure an efficient operation of MCFD1. *Likewise, nothing in this Manual should be construed as a guarantee of continued employment, but rather, employment with MCFD1 is on an “at-will” basis.* This means that the employment relationship may be terminated by you or by MCFD1 at any time for any reason not prohibited by law.

MCFD1 wants to avoid misunderstandings. Consequently, any past or future written or verbal statements contrary or in addition to the guidelines outlined in this Manual must be approved in a writing signed by the Fire Chief (or by the Board of Directors if the change relates to the Fire Chief) in order to be valid. In the event you have questions about your position, your employment status, your job requirements, or any other matter, please discuss your questions with the Fire Chief.

\*For union represented employees covered by a current collective bargaining agreement (CBA): in the event that any provision of this Manual is in conflict with the provisions of the CBA governing your employment, the terms of the CBA (and not this Manual) will control on that issue. All other provisions of this Manual will continue to apply to your employment.

\*For employees who work in civil service positions: in the event that any provision of this Manual is in conflict with the provisions of MCFD1’s current Civil Service Rules, the terms of the Civil Service Rules (and not this Manual) will control on that issue. All other provisions of this Manual will continue to apply to your employment.

\*Volunteers are not considered employees of MCFD1 and are not covered by this Manual. Rather, volunteers should refer to the Volunteer Manual for more information on policies applicable to volunteers.

## **2. EQUAL EMPLOYMENT OPPORTUNITY POLICIES**

### **A. NON-DISCRIMINATION POLICY**

It is MCFD1's policy to provide equal employment opportunities to all qualified persons without regard to race, religion, color, sex, sexual orientation, national origin, mental or physical disability, marital status, age, use of the workers' compensation system, or other protected status or activity in accordance with applicable law. We make employment decisions based on our evaluation of an individual's qualifications, ability and contribution to the success of MCFD1.

### **B. ANTI-HARASSMENT POLICY**

It is also our policy that all employees have a right to work in an environment where the dignity of each individual is respected. For that reason, we expect all employees to accomplish their work in a business-like manner with concern for the well-being of their coworkers and the Public. Any conduct that could reasonably be viewed as harassment of employees, vendors, members of the public, etc. by employees is not permitted, regardless of working relationship or supervisory status. Likewise, we do not permit others at our worksites to engage in conduct that could reasonably be viewed as harassment of our employees.

Specifically forbidden is conduct related to a person's sex, race, ancestry or ethnic background, age, religion, physical or mental disability, sexual orientation, gender identity, citizenship or other legally protected characteristic. This includes on or off duty conduct such as unwelcome sexual advances; innuendoes; requests for dates; unwelcome touching; dirty jokes; offensive or derogatory comments about a person's gender; sexually explicit posters; derogatory comments about gays and lesbians; use of MCFD1 computers or other communication systems to access, send, receive or store material of a sexual nature; swearing or profane language; and other verbal, graphic, electronic or physical conduct of a sexual or gender based nature which has the purpose or the effect of creating a hostile or offensive work environment or otherwise unreasonably interfering with another employee's work.

It also includes racial slurs; ethnic jokes; derogatory comments or gestures about a person's physical or mental limitations or sexual orientation; using MCFD1 computers or communications systems to access, send, receive or store racially, ethnically, age-related, disability related or religiously offensive material; criticizing or making fun of a person's religious beliefs; and other verbal, graphic, electronic, physical or other conduct of a racial, religious, ethnic, age or disability related nature which creates a hostile or offensive work environment or unreasonably interferes with another employee's work. Conduct of this nature is prohibited even if it occurs off-duty, if it creates an offensive work environment or unreasonably interferes with another employee's work.

**You should assume that conduct of this nature is unwelcome and will offend other employees.** Therefore, you are expected to refrain from engaging in such conduct, regardless of

the circumstances. It will not be an acceptable excuse that others participated in the conduct or did not appear to be offended.

In addition, no one should suggest or threaten that an employee's cooperation, tolerance or objections to conduct of this nature will have any effect on that employee's employment. MCFD1 does not base employment decisions on such factors.

### **C. ANTI-RETALIATION POLICY**

It is also important for you to understand that MCFD1 respects the rights of its employees to raise harassment and discrimination concerns and to participate in investigations. We do not allow supervisors, managers or employees to retaliate against employees who report harassment or discrimination or who cooperate with investigations.

"Retaliation" is broadly construed and means any adverse action against an employee for opposing harassment or discrimination. It may include any on-duty or off-duty conduct, whether directly related to employment or not, that could discourage an employee from making a complaint of discrimination or harassment or testifying, assisting or participating in an investigation, proceeding or hearing. It could also include, but is not limited to conduct such as ostracizing, starting rumors or badmouthing, rude comments, unwelcome teasing or tricks, threats, changing job duties, or giving a negative job reference to a current or former employee, etc.

Retaliation complaints will be promptly investigated and violators will be subject to appropriate disciplinary action, up to and including termination of employment.

### **D. COMPLAINT PROCEDURE**

If believe you have been subjected to:

1. Discrimination in violation of this Policy or equal employment opportunity laws;
2. Any type of harassment, particularly of a sexual, age, racial, ethnic, religious, disability, etc.-related nature by any other employee or anyone you come into contact with through your job;
3. Retaliation for reporting discrimination or harassment; opposing discrimination or harassment or cooperating with investigations; or
4. If you have observed behavior or overheard comments directed at others that raise concerns regarding compliance with this policy:

**You should promptly report your concerns to your supervisor, the Personnel Officer, or the Fire Chief, whomever you feel most comfortable reporting to.** Supervisors who receive a complaint of violation(s) of these policies must immediately notify the Personnel Officer or the Fire Chief of the Complaint. We encourage employees to report complaints and work with us to informally resolve problems involving harassment. MCFD1's ability to resolve these kinds of problems is dependent on your cooperation in reporting incidents which create an offensive work

environment for you. We believe that all our employees have an affirmative obligation to promptly report harassment.

In the event an incident or complaint is reported, an investigation will be undertaken immediately. Investigations will be kept confidential to the extent we determine confidentiality can be maintained while allowing us to comply with our obligations. Violators will be subject to appropriate disciplinary or other corrective action, up to and including discharge.

#### **E. DISABILITY ACCOMMODATION**

MCFD1 is committed to complying fully with state and federal disability discrimination laws. This commitment extends not only to prohibiting discrimination against disabled applicants and employees, but also to complying with reasonable accommodation obligations. Consequently, if you require workplace modifications or other assistance to accommodate your disability, it is your responsibility to contact the Personnel Office or the Fire Chief to make sure we are aware of not only your disability, but also your need for accommodation. Reasonable accommodations will be made to enable a disabled employee to perform his or her essential job duties, unless those accommodations create an undue hardship for MCFD1.

Not every physical or mental limitation qualifies as a disability. If you advise us of a condition that you believe requires accommodation, we will analyze your medical condition to determine whether it constitutes a disability. If it does, we will enter into an interactive discussion with you to determine what, if any, accommodations can be made to enable you to perform your job duties in a safe and satisfactory manner. All employees are expected to cooperate with our requests for medical confirmation of the condition they believe constitutes a disability, as well as requests for medical confirmation of the current, precise limitations on their ability to perform their job duties. If, even with any required reasonable accommodation, an employee is unable to perform their essential job duties, we are receptive to exploring opportunities to place disabled employees in other available positions that are, with or without reasonable accommodation, suited to their skills and limitations.



### **3. EMPLOYMENT STATUS**

All employees are classified as probationary, regular full-time, regular part-time, temporary/seasonal or casual, as explained below. Employee classifications are used to determine compensation, benefit eligibility and other employment conditions.

Employee classifications are not used to change any employee's at-will employment status. Rather, except as specifically provided otherwise in a current collective bargaining agreement covering your employment or current civil service rules applicable to your employment, all employees are employed on an "at-will" basis regardless of their classification. If you have any questions about your position or classification, please contact your supervisor or the Fire Chief.

#### **A. INITIAL PROBATIONARY PERIOD EMPLOYEES**

The probationary period for new employees is twelve (12) months from the most recent date of hire with MCFD1. The probationary period is an introductory period, allowing both the employee and MCFD1 an opportunity to evaluate one another. MCFD1 may increase the length of your probationary period as it determines appropriate based on our evaluation of your performance during the probationary period.

Probationary period employees are not eligible for any employment benefits except as specifically provided in this Manual and as required by law.

#### **B. PROMOTION PROBATIONARY PERIOD EMPLOYEES**

In addition to the initial probationary period, employees who are promoted to a higher position classification will be required to serve a twelve (12) month probationary period in their new position. At MCFD1's discretion, promoted probationary period employees who do not perform the duties of their new position satisfactorily during the probationary period may be offered the opportunity to return to their former position, provided it is available.

#### **C. REGULAR EMPLOYEES**

Regular employees are employees who have been hired for ongoing employment and who have successfully completed the probationary period of employment

- 1. Regular Full-Time:** A regular full-time employee is a regular employee who is regularly and consistently scheduled to work 40 or more hours per week on behalf of MCFD1. Regular full-time employees are eligible for all employment benefits outlined in this Manual provided they meet the specific eligibility criteria for that benefit.
- 2. Regular Part-Time:** A regular part-time employee is a regular employee who is regularly and consistently scheduled to work less than 40 hours per week on behalf of MCFD1. Regular part-time employees are eligible for prorated employment benefits

only as outlined in this Manual and as required by law. *Please note that a temporary assignment of a regular part-time employee to additional hours of work such as for special projects and/or during the busy periods does not change an employee's status for benefit eligibility purposes. You will be notified in writing if your employment status changes.*

**D. TEMPORARY EMPLOYEES**

Those employees whose service is intended to be of limited duration, such as during summer months only, to complete a specific job, or for a specific project are considered temporary employees. Temporary employees who are assigned to fill vacancies in Civil Service Positions will be limited to 180 days in any calendar year in such assignments in accordance with the current Civil Service Rules. Other temporary assignments will generally last twelve (12) months or fewer.

Temporary employees are not eligible for any employee benefits except as required by law. Temporary employees who are later hired for on-going employment will be required to complete a probationary period of employment in their ongoing position.

*Please note that a temporary extension of a special project, or other temporary assignment, or does not change an employee's temporary status for benefit eligibility purposes. You will be notified in writing if your employment status changes.*

## **4. WORK SCHEDULES, HOURS AND WAGES**

### **A. WORK SCHEDULES AND HOURS**

MCFD1 provides services to the public 24-hours per day, 7 days per week. Employee work schedules vary by position. In all cases, the Fire Chief or his designee will inform you of the hours that you are required to work. *Note: Union employees should refer to the current CBA for more information on applicable work schedules.*

All employees are expected to be on time and arrive prepared to begin work at your scheduled starting time. Likewise, all employees are expected to work until their scheduled quitting time and to limit their meal and rest breaks to designated times. If you need to leave work during your scheduled working time, you must obtain approval from your supervisor before leaving.

### **B. CHANGES TO WORK SCHEDULES AND HOURS**

Although MCFD1 is interested in providing employees with a steady work schedule, our ability to do so depends on our assessment of work needs and budgetary considerations. *Nothing in this Manual is intended to be a guarantee of employment for a specified number of hours per week or day.* Any employee's work schedule may be changed, may be reduced in hours or they may be laid off if MCFD1 determines it is necessary due to budgetary or other business reasons.

MCFD1 also reserves the right to change the schedules and/or hours of all or any part of the workforce. MCFD1 generally strives to provide employees with 14 days advance notice of changes to their regularly assigned work schedule. However, MCFD1 reserves the right to change employee schedules or hours at any time, with or without notice, as we determine appropriate to the management of our organization. *Note: MCFD1 will, however, comply with any applicable provisions of an applicable CBA when changing union employee work schedules.*

### **C. ATTENDANCE AND ABSENCES FROM WORK**

Each employee's presence and performance on the job is important to the overall success of MCFD1's operations and public service goals. When you are absent, someone else must do your job. Therefore, good attendance and promptness are important factors in determining whether your performance is satisfactory. While some allowances may be made for occurrences beyond the employee's control, *habitual or excessive absenteeism or tardiness is subject to disciplinary action up to and including discharge.*

**1. Reporting Absences:**

- a. Unplanned Absences: If you are unexpectedly unable to report on time or unable to work on a day that you are scheduled to work, you are required to contact your supervisor or Staffing Officer (or the on duty BC if your supervisor is not available) as soon as possible, but not later than 1 hour before you are scheduled to begin work. It is your responsibility to notify us of your need to be absent or tardy each day. If you are ill and unable to call on your own, it is your responsibility to have someone else contact your Supervisor on your behalf. Direct contact with your supervisor must be made. Leaving a message is unacceptable.
- b. Planned Absences: If you know in advance that you will need to be unavoidably late or absent on a particular day, you must obtain approval from your supervisor or the Fire Chief so that substitute arrangements can be made to cover your work. For information on requesting extended leaves of absence, please refer to the “Leaves of Absence” section.
- c. Reporting During Leaves of Absence: The reporting policy for employees who are on extended medical leaves of absence, including employees off work on workers' compensation, is addressed in Section 6, “Leaves of Absence”.

2. **No Call-No Show:** Employees who fail to report to work or call in for two (2) consecutive workdays will be considered to have voluntarily resigned their employment, unless we determine special circumstances existed to justify the lack of notice.

3. **Verification of Absences:** In the event MCFD1 has a suspicion that an employee has falsified the reasons for an absence, it may require medical or other verification of the need for the absence.

**D. MEAL AND REST BREAKS**

1. **Meal Periods:** Non-exempt employees who work six (6) continuous hours or more will be scheduled for an unpaid meal period of at least thirty (30) minutes but not more than one (1) hour). MCFD1 will schedule meal periods so that they will not interfere with public service or operations. However, meal periods will generally be scheduled near the middle of the work day. Employees who are required to remain on call or whose meal period is interrupted due to the nature of our work will be paid for that meal period. Employees will be provided additional unpaid meal periods of at least thirty (30) minutes in accordance with applicable law. Employees are not typically paid for meal periods for training, unless approved in advance by the Fire Chief.

2. **Rest Breaks:** MCFD1 provides all non-exempt employees with a paid 15-minute rest break for every 4 hours period of work in accordance with applicable law. MCFD1 will schedule your rest breaks so that they will not disrupt work or interfere with operations or public safety. However rest periods will be provided as nearly as possible to the middle of each four (4) hours of work.

MCFD1 also provides female employees with reasonable rest breaks as needed to express breast milk in accordance with Oregon law. Generally, employees who need to express breast milk are expected to do so during their regularly scheduled meal and rest breaks. However, if additional time is needed, please contact your supervisor to arrange for additional unpaid break time during the day.

## E. **OVERTIME AND COMPENSATORY TIME**

*Note: Bargaining Unit employees should refer to the CBA for applicable overtime and compensatory time information.*

All employees are classified as exempt or non-exempt for overtime purposes. Exempt employees are paid a salary that covers all of their hours worked and are not entitled to overtime pay or compensatory time. Non-exempt employees are paid overtime or credited with compensatory time as outlined below and required by law. Our workweek for overtime purposes starts at 12:00 a.m. midnight on Monday and ends at 11:59 p.m. on Sunday. The computation of overtime is based on actual hours worked only.

### 1. **Amount of Overtime Pay or Compensatory Time:**

- a. **Non-Exempt, Non-Fire Protection Employees:** Non-exempt, non-fire protection employees will be paid (or earn compensatory time) at the rate of time and one-half (1½) their regular hourly rate for hours actually worked in excess of 40 hours in a workweek.
- b. **Non-Exempt Fire Protection Employees:** The FLSA work cycle for fire protection employees a 24-day cycle. Non-Exempt Fire Protection employees will be paid (or earn compensatory time) at the rate of time and one-half (1 ½) their regular hourly rate of pay for hours actually worked in excess of 182 in a work cycle.

2. **Compensatory Time:** All non-fire suppression employees as well as non-shift fire suppression employees assigned to work 40 or 45-hour weeks are eligible to earn compensatory time off in lieu of payment for overtime. MCFD1 permits employees to elect overtime pay or compensatory time at their option. The following rules apply to compensatory time accrual and use:

- a. Employees may elect to receive overtime pay or compensatory time at their option for overtime hours worked (as outlined above). Compensatory time will be earned at the rate of 1.5 hours for each overtime hour worked.
- b. Employees may accrue a maximum of ninety-six (96) hours of compensatory time off. Thereafter, all overtime worked will be paid as overtime pay as outlined below.
- c. Requests for compensatory time off should be made to your supervisor as far in advance as possible to allow MCFD1 to plan for your absence. However, MCFD1 will grant employee requests for compensatory time off unless your absence on a particular day will unduly disrupt our operations.

For FLSA covered employees, any accumulated and unused compensatory time will be paid out on termination or separation of employment at either your current regular rate of pay or your average regular rate of pay during your last 3 years of employment with MCFD1, whichever is higher. For non-FLSA covered employees, any accumulated and unused compensatory time will be paid out on termination or separation of employment at your current regular rate of pay.

3. **Working Overtime:** All unscheduled overtime must be authorized by your Supervisor before it is worked unless MCFD1 determines that emergency circumstances existed warranting the unauthorized overtime. In all cases, MCFD1 will comply with its wage obligations for all overtime worked and you are expected to accurately report your time worked on your time records. However, employees who work unauthorized overtime may be subject to disciplinary action.

Also, employees should understand that the nature of the services we provide frequently require overtime. As a result, employees are expected to perform any overtime work required by MCFD1 as a condition of employment. If the assignment of overtime work presents a hardship for you, discuss your concern with your supervisor. We will consider particular employee needs and desires to the extent we feel it is practical and fair to your coworkers. If you have any questions about the workweek for your position or your obligations under this policy, please contact the Fire Chief.

## **F. TIME RECORDS**

We want to be sure employees are paid for all the work they perform. To accomplish this, we must have an accurate record of your time worked. Employees are issued time sheets, which they are expected to accurately complete each day. Your time sheet should accurately reflect your hours actually worked on MCFD1 business. Intentional falsification of time records is grounds for immediate termination of employment.

## **G. WAGE POLICY\***

It is MCFD1's goal to pay wages that we feel are fair and competitive. As a result, MCFD1 has established pay plans for all positions that are designed to attract, retain, and reward qualified employees; encourage high performance, morale, and loyalty; and comply with applicable laws. Each pay plan includes a minimum and maximum wage rate. If you would like more information about the wage scale for your position, please contact the Finance Officer.

\*Refer to current Collective Bargaining Agreement for current represented personnel wage scale

### **1. Wage Reviews and Increases**

*Note: Union employees should refer to the current CBA for applicable information on wage increases.*

MCFD1 generally reviews employee wages at the end of the probationary period. Thereafter, employee wages are generally reviewed annually near the beginning of MCFD1's fiscal year. Employees who have not reached to top of their wage range are eligible for merit pay increases. Those employees should, however, understand that wage increases are not automatic. In addition to other business and budgetary considerations, our evaluation of your strengths and weaknesses related to your quality of work, quantity of work, job knowledge, initiative, attendance, interpersonal skills/cooperation, communication, professionalism, and contributions to MCFD1 will be primary factors in determining whether you will receive a wage increase to a higher step in your wage range.

## **H. PAY DAYS AND PAY CHECKS**

MCFD1 shall maintain a monthly pay period for all employees. Employees will be paid all straight-time and over-time wages due to them for the period between the 1st and last day of the month. Paydays will be on the tenth calendar day following the last day of the month. In the event the tenth calendar day falls on a weekend or holiday, employees will be paid the preceding business day. For the purpose of this Article, as well as other provisions of this Agreement, "business days" shall include MCFD1 office's normal days of operation Monday through Friday, excluding holidays.

The wages paid to shift employees whose work cycles cut across monthly pay periods will include any overtime due to the employee at the end of the work cycle, as well as any premium pay adjustments which were not earned during the previous monthly pay period.

- 1. Payroll Deductions and Direct Deposits:** MCFD1, upon receipt of written authorization from any employee, shall make appropriate payroll deductions for retirement, credit union, and/or approved savings plans. Employees will be permitted up to a maximum of two (2) individualized voluntary deductions, over deductions

made for participation in MCFD1 sponsored benefit programs. Employees who have authorized direct deposits of their paychecks are limited to one direct deposit account. Employees may ascertain the amount of their accrued sick leave time as well as vacation time, etc., by telephoning the office during office hours and asking for that information.

2. **Corrections to Paychecks:** MCFD1 strives to pay employees correctly every time. However, if you have questions or feel your paycheck is not correct, promptly notify the Finance Officer. Corrections will generally be made within 3 days. By bringing mistakes in payment of your wages to our attention as soon as possible, you will help us make sure you are properly paid for all the work you perform.
- A. **Payroll Draws:** Employees will be permitted to receive draws against their wages to a maximum of three (3) draws per fiscal year. Draws will be permitted approximately half way through each pay period. Employees who wish to receive a draw during any pay period must complete a “Draw Request” form provided by MCFD1 and must submit the form to Payroll no later than seven (7) calendar days into the pay period. In the event a Draw Request form is timely submitted, the employee will be issued a draw check in the amount of up to one half of their regular base wages for that pay period.



## **5. EMPLOYMENT BENEFITS**

Marion County Fire District provides various benefits for its eligible employees including paid holidays, paid vacation benefits, paid sick leave benefits, paid compassionate leave, group medical and dental insurance, long term disability benefits, HRA VEBA, 401a, PERS and deferred compensation benefits, flexible spending accounts, an employee assistance program, and continuing education reimbursement benefits. While we hope to be able to continue to provide benefits packages in the future, MCFD1 reserves the right to change or discontinue any benefit plan at any time as we determine appropriate for the management of MCFD1 operations. Employees will be notified of changes. If you have any questions about our current benefit policies, please contact the Finance Officer.

### **A. PAID HOLIDAYS**

MCFD1 provides paid holiday time off benefits for eligible employees on the following days:

New Year's Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	President's Day (nationally recognized)
Veteran's Day	Martin Luther King Day
Thanksgiving Day	

When a recognized holiday falls on a Saturday, it will be observed on the preceding Friday. When a recognized holiday falls on a Sunday, it will be observed on the following Monday. MCFD1 respects the right of each employee to worship as his/her faith dictates. Unpaid time off to observe a holiday other than those listed may be arranged with advance notice, verification, and approval from the Fire Chief. Employees will not, however, be granted any paid holidays other than those recognized by MCFD1.

1. Eligibility Requirements: Employees who meet the following criteria are eligible to receive holiday pay:
  - a. You must be a probationary full-time or regular full-time employee who is not assigned to work a 24 hour shift. Probationary part-time, regular part-time, temporary employees, and all employees assigned to work 24-hour shifts are not eligible for paid holiday benefits.
  - b. You must work your last scheduled work day before the holiday and first scheduled work day after the holiday unless MCFD1 has approved a vacation day off for you in advance, and;
  - c. You must be actively employed on the day of the holiday. Employees on any type of leave of absence are not eligible for holiday pay.

2. Amount of Holiday Pay For Employees Who Do Not Work On A Holiday: Salaried employees will receive a continuation of wages without deduction for recognized holidays. Eligible hourly employees who are scheduled to work a 40-hour week will receive 8 hours of holiday pay at their regular, straight time hourly rate. Eligible hourly employees who are scheduled to work a 45-hour week will receive 9 hours of holiday pay at their regular straight time hourly rate.
3. Working on a Holiday: Eligible employees who are assigned to work on a recognized holiday will be paid (or receive compensatory time) at 1.5 times their regular straight time rate of pay (or hours) for all hours actually worked on the holiday.
4. Holidays During Approved Time Off: When a recognized holiday falls on a regular working day within an eligible employee's approved vacation, compensatory time off, or sick time off, the day will be paid as holiday pay and not as vacation pay, compensatory time or sick time.

## **B. PAID VACATION BENEFITS**

All regular full-time employees are eligible to accrue paid vacation benefits beginning on their first day after completion of the probationary period of employment with MCFD1. All Probationary, regular part-time, and temporary employees are not eligible to use any accrued paid vacation benefits, except without prior approval of the Fire Chief.

**Amount of Vacation Benefits**: Upon completion of the probationary period of employment, regular full-time employees will be immediately credited with the amount of vacation benefits they would have earned during their probationary period if they had been eligible. These vacation benefits may be used at any time subject to MCFD1's scheduling policies. Thereafter, vacation benefits are earned upon completion of each full pay period of employment with MCFD1. The amount of vacation time off with pay an eligible employee will earn depends on your length of continuous service with MCFD1.

*\*Refer to Collective Bargaining Agreement for the current represented employee vacation earning rates.*

- a. **Vacation During Leaves of Absence**: Vacation benefits are earned for periods of actual work on behalf of MCFD1. Accordingly, paid vacation benefits will not accrue during any period of unpaid leave of absence for any eligible employees, regardless of your regularly assigned work schedule. Employees on any type of unpaid leave of absence during a portion of a pay period will earn prorated vacation benefits based on the number of days they actually worked that pay period.
1. **Maximum Vacation Accumulation**: MCFD1 believes that both employees and the public benefit when employees take personal time away from work to relax. As a result,

MCFD1 allows employees to accumulate vacation time only on a limited basis. Employees who reach their maximum vacation benefit accumulation do not earn any additional vacation benefits until their vacation accumulation is dropped below the maximum. Therefore, employees are encouraged to schedule time off each year.

Employees who notify the District in writing of their intent to retire within five (5) years will be permitted to increase the maximum amount of vacation pay they are permitted to accrue beyond the caps set forth in this manual:

1. Represented employees will be permitted to increase their vacation accrual cap as outlined in the Collective Bargaining Agreement.
2. Non represented employees assigned to 40 or 45 hour workweeks will be permitted to increase their vacation accrual cap by an additional 290 hours.

The employee may only bank additional hours if they are capped out in the normal vacation leave bank. If the employee extends the retirement date within the 5 years prior to retirement, s/he shall forfeit only those additional hours above the regular caps.

2. **Scheduling and Use of Vacation Benefits:** Vacations must be scheduled in a way that allows us to meet the needs of our operation and serve the public. *Note: Employees covered by a current collective bargaining agreement should refer to the CBA for vacation scheduling procedures.* All other requests for vacation time must be approved in advance by the staffing officer or designated supervisor. In the event of a scheduling conflict, the employee with the longest service with MCFD1 will generally be given preference. Therefore, employees should submit vacation requests as far in advance as possible.

Employees will not be allowed to use paid vacation benefits that have not been earned; and are required to use any unused vacation benefits for all absences from work before any unpaid time off will be granted.

3. **Cashing Out Vacation Benefits:** paid vacation benefits are intended to allow employees to take personal time away from work. Accordingly, MCFD1 permits employees to cash out vacation benefits quarterly as follows:
  - a. **40/45-Hour Employees:** Employees assigned to 40 or 45-hour workweek schedules may cash out up to two weeks (80 or 90 hours respectively) of earned and unused vacation time each fiscal year (on a monthly basis). 40/45 hour employees may cash out unused vacation in minimum increments of eight (8) hours for employees scheduled to work 40-hour weeks and minimum increments of nine (9) hours for employees scheduled to work 45-hour weeks.
  - b. **Shift Employees:** Employees assigned to shift work may cash out up to ninety-six (96) hours of earned and unused vacation time each fiscal year (on a monthly

basis). Shift employees may cash out unused vacation in minimum increments of 24 hours.

Requests to cash out vacation time must be submitted to payroll first day of the month. All vacation cash outs will be at the employee’s regular straight time hourly rate of pay at the time of the cash out and will be paid at the same time as regular payroll.

When an employee is discharged, resigns, or the employment relationship is otherwise terminated, the employee will be paid for all earned vacation benefits that have not been used or paid. Vacation benefits are not earned during the probationary period. Therefore, a probationary employee who leaves MCFD1’s employment will not be compensated for any vacation benefits.

**C. PAID SICK LEAVE BENEFITS**

All probationary full-time and regular full-time employees are eligible to earn paid sick leave benefits beginning on their first day of employment with MCFD1. Part-time, and temporary employees are not eligible to earn or receive any paid sick leave benefits.

- 1. Amount of Paid Sick Leave Benefits:** Paid sick leave benefits are earned upon completion of each full pay period of employment with MCFD1. The amount of paid sick leave benefits an eligible employee will earn depends on your length of continuous service with MCFD1.

The following chart sets for the number of vacation hours and maximum accumulation an eligible employee who is regularly and consistently scheduled to work 40 or more hours per week will earn:

<b>Months of Continuous Employment*</b>	<b>#of Paid Sick Leave Hours Earned Per Pay Period By Employees Regularly Scheduled To Work <u>40 Hour/Week</u> Schedule</b>	<b>#of Paid Sick Leave Hours Earned Per Pay Period By Employees Regularly Scheduled To Work <u>45 Hour/Week</u> Schedule</b>	<b>#of Paid Sick Leave Hours Earned Per Pay Period By Employees Regularly Scheduled To Work <u>24 Hour Shifts</u></b>
0-180	8.67	9.75	11.93
181+	17.34	17.34	17.34

\*Please note that all changes in paid sick leave accrual rates will take place with the first pay period following an employee’s completion of the required full calendar months of continuous employment.

Please note that additional sick leave benefits are not earned for any extra time/overtime worked. Also, sick leave benefits are intended as a benefit for employees based on time actually worked. Accordingly, paid sick leave benefits will not accrue during any period of unpaid leave of absence (including workers' compensation and other leaves of absences), during periods of long term disability, layoff, or disciplinary suspensions. Employees on any type of unpaid leave of absence, long-term disability, layoff or disciplinary suspension during a portion of a pay period will earn prorated sick leave benefits based on the number of days they actually worked that pay period. As a very limited exception, employees will continue to earn sick leave benefits during periods of absence for which they are receiving vacation pay, compensatory time pay or sick leave pay from MCFD1.

2. **Maximum Sick Leave Accumulation:** Unused sick leave benefits accumulate from year to year up to a maximum of 2400 hours. Thereafter, no further sick leave benefits are earned.
3. **Use of Paid Sick Leave Benefits for Off-the-Job Illness/Injury:** Sick leave can be used **only** for the following reasons:
  - a. For bona fide off-the-job employee injuries or illnesses which prevent you from reporting to work. For employees who are eligible to receive Long Term Disability Benefits (LTD), sick leave benefits must be used during the waiting period for those benefits. In addition, during any period of LTD payments, employees must use any earned and unused sick leave benefits to make up the difference between LTD benefits and the employee's regular wage;
  - b. To attend medical or dental appointments, or when necessary to transport or accompany a member of the employee's immediate family to a medical or dental appointment. However, in order to avoid disruption to our operations, employees are required to schedule such appointments during their off-duty hours whenever possible. Also, employees who must be absent for this purpose will be required to work any portion of their shift that falls before or after the appointment unless they have received approval from MCFD1 to be absent for their entire shift; and
  - c. To care for a sick child or seriously ill family member in accordance with applicable family leave laws (please note that employees will be required to use any accrued and unused sick leave benefits during periods of family medical leave before unpaid time off will be granted).
  - d. For periods of Compassionate leave as outlined in the "Leaves of Absence" section of this Manual.
4. **Use of Sick Leave for On-the-Job Injuries and Illnesses:** earned and unused sick leave benefits will be coordinated with long term disability (LTD) and workers compensation

benefits and may be utilized when an employee is unable to work due to an on-the-job injury or illness as follows:

- a. Sick leave benefits must be used during the three (3) day waiting period before workers' compensation time loss benefits begin;
  - b. After workers' compensation time loss benefits begin, sick leave benefits will be applied to make up the difference between workers' compensation time loss benefits and the employee's regular net wages;
  - c. If you are eligible for LTD benefits during a period of absence for an on-the-job injury, you may utilize sick leave benefits to make up the differential between your combined workers compensation time loss benefits and LTD benefits and your regular net wages.
5. **Use of Sick Leave Benefits During Light Duty Assignments:** In the event that MCFD1 offers you a temporary light duty position due to on-the-job or off-the-job medical restrictions, sick leave benefits may be used to make up any difference between the light duty wages and your regular net straight time wages. In the event that you also qualify for LTD benefits during any period of light duty, those benefits will be applied to make up any difference between your light duty wages and your regular net straight time wages. Sick leave benefits will be available only if the LTD benefits are insufficient to make up the differential
6. **Other Conditions for Use of Paid Sick Leave Benefits:**
- a. Except as outlined in this section, employees who engage in any other gainful employment are not eligible to receive paid sick leave benefits.
  - b. If you become ill or injured while on vacation and you have unused sick leave benefits available, your sick leave bank (rather than your vacation bank) will be charged for the time you are absent due to illness/injury, provided you provide medical verification substantiating the need for absence and the dates of your illness/injury.
  - c. Employees will be required to use their earned and unused paid sick leave balances for all qualifying absences from work. If no sick leave benefits are available, the employee will be required to use their accrued compensatory time followed by accrued vacation time before unpaid time off will be permitted.
  - d. Employees may be eligible for more than one type of leave for the same absence from work. If so, the leaves will run concurrently except when prohibited by law, regardless of whether the employee is granted paid sick leave or other paid leave benefits for the absence.
7. **Medical Verification:** Employees may be required to provide a completed medical certification form from their doctor for any absences of three (3) or more consecutive days. Such medical certification may also be required for intermittent use of sick leave

for any chronic condition or other family leave qualifying purposes. For extended absences from a sick leave of four (4) or more days due to illness or injury, a release from the employee's healthcare provider will generally also be required to ensure the employee can safely return to work.

8. **Abuse of Sick Leave:** Abuse of sick leave, including dishonesty in reporting the reasons for an absence or need to be absent, will be addressed as a serious disciplinary matter up to and including termination. Employees are expected to be honest and complete in reporting the circumstances surrounding absences. If warranted, MCFD1 may require employees to provide medical verification that the absence(s) was required because of an illness, injury, or medical appointment as a condition of payment and for attendance and disciplinary purposes, regardless of the length of your absence.
9. **Payment on Termination:** Paid sick leave is not a vested benefit. All accrued sick leave benefits are forfeited upon termination of employment. However, upon retirement, MCFD1 will report to the Public Employees Retirement System (PERS), the total number of unused sick leave hours accumulated so that those hours may be used to determine the average final wage for calculating retirement benefits.

**D. DONATION/TRANSFER OF PAID LEAVE BENEFITS**

All leave donations are entirely voluntary and subject to approval at the discretion of the Fire Chief or his/her designee. If you would like to make a voluntary donation of your accumulated leave, you must make a formal written request to the Personnel Officer. Donated leave will be converted to hours at the recipient's regular hourly rate of pay. Once donated, the leave is considered used. Unused donated leave will not be returned to the donating employee.

- A. The District will allow employees to transfer a maximum of seventy-two (72) hours during each fiscal year to a leave bank administered by the District as follows:
  1. Employees may donate a maximum of 48 hours of either vacation or comp time;
  2. Additionally, employees may donate twenty-four (24) hours of sick leave to the leave bank.

The employee giving such time must have a minimum of 240 hours of total leave accumulated. Such donated leave shall remain in the bank for use by other employees who have exhausted all accumulated leave. To be eligible to apply for donated leave, an employee must have a serious illness or medical condition or be caring for an immediate family member with an illness or serious medical condition that requires a prolonged absence from work and must not be receiving or be eligible to receive long term disability or workers compensation time loss benefits. Leave donated shall be posted to the donee's time account. Hours of leave donated from employees will be converted into an hourly rate and then applied to the donee's account at their hourly rate.

## **E. PAID COMPASSIONATE LEAVE BENEFITS**

MCFD1 grants 40 and 45-hour employees with up to five (5) working days of leave *with pay* in the event of the death of a member of an employee's immediate family. Shift employees will be granted up to two shifts of leave (48 hours total) with pay in the event of a death of a member of an employee's immediate family. Immediate family is defined for this purpose to include the employee's spouse, children (including step children, foster children and adult developmentally disabled children), parents, in-laws, grandparents and grandchildren, same sex domestic partners and the children, parents, grandparents and grandchildren of same sex partners, as required by law and confirmed in an Affidavit of Domestic Partnership.

Subject to operational needs and at the discretion of the Fire Chief, paid time off may also be granted in the event of a death of a coworker.

Should additional time be necessary or if you would like time off to attend the funeral of someone who is not an immediate family member, you must obtain advance approval from your supervisor for a personal leave. Employees will be required to use accrued and unused sick leave followed by any accrued and unused compensatory time off and vacation benefits for such leave.

## **F. HEALTH INSURANCE BENEFITS**

1. **Eligibility:** MCFD1 provides generous medical and dental insurance benefits to probationary full-time and regular full-time employees. Part-time employees and temporary employees are not eligible to participate in our health insurance plans.
2. **Coverage:** Coverage for eligible employees begins on the first day of the month following your date of hire with MCFD1. Eligible employees must submit an enrollment form to the payroll office in order to have coverage. It is your responsibility to submit the fully completed enrollment form in a timely manner. Failure to do so could result in delays or denial of coverage by our insurance carrier, so be sure to submit your enrollment forms promptly.
3. **Contributions to Premiums:** MCFD1 currently pays a portion of the cost of insurance premiums for eligible employee and dependent family member medical and dental insurance coverage. Eligible employees who wish to participate in MCFD1's medical and dental insurance plans and/or to provide coverage for their dependent family members will be required to authorize deductions from their paychecks for their portion (if any) of the premium. If you have any questions, please contact the finance office for more information
4. **Changes in Coverage and Benefits:** Employees should note that it may become necessary to discontinue health insurance benefits entirely or to change MCFD1's premium contribution levels, insurance carriers or plans at any time. You will be notified prior to any change. All disputes and questions regarding coverage of



specific conditions, scope of benefits, etc. must be directed to the respective provider of the benefit.

5. **Termination of Coverage**: Covered employees continue to be eligible for MCFD1's contribution to premiums while they are being compensated by MCFD1 and continue to work as an eligible employee. Coverage through MCFD1 paid contributions will end on the last day of the month in which an employee resigns, is terminated, laid off or otherwise stops working as an eligible employee. Employees who lose their coverage may elect to self-pay the premium for continued coverage in accordance with state and federal law. MCFD1 will, however, continue to pay its portion of the premium for employees who are on Family Medical Leave as required by law.

#### **G. LONG TERM DISABILITY BENEFITS**

MCFD1 provides probationary full-time and regular full-time employees with long term disability insurance benefits at no cost to the employee. Probationary and regular part-time employees working more than 20 hours per week are covered under this benefit. Temporary employees are not eligible to participate.

Long-term disability insurance benefits pay a percentage of the employee's regular wages during periods of disability or illness after a 30-day waiting period. If you would like additional information on this benefit, contact the Finance Officer.

#### **H. HRA VEBA**

Probationary full-time and regular full-time employees of MCFD1 who are enrolled in MCFD1's medical healthcare plan will be enrolled in MCFD1's HRA VEBA plan on the first day of the month following their date of hire. This plan provides for tax free health reimbursements for eligible employees. MCFD1 currently provides 100% of the contribution for eligible employees and employees retain control of their accounts, subject to the terms of the plan. For more information, please contact the Finance Office.

#### **I. PERS**

MCFD1 participates in the Oregon Public Employee Retirement System/Oregon Public Service Retirement Plan. MCFD1 complies with current, applicable PERS rules regarding employee eligibility and participation. For more information on contributions and benefits, contact the Finance Officer or contact PERS directly. The PERS Pension line is 1-888-320-7377.

#### **J. DEFERRED COMPENSATION PLAN**

All probationary and regular employees, including both full and part-time employees are eligible to participate in MCFD1's deferred compensation plan. The deferred compensation plan allows

employees to save for retirement by deferring their income on a pre-tax basis through voluntary deductions from their pay checks.

Non-represented, probationary full-time and regular full-time employees who have contributed a minimum of \$500.00 to their account, and who also contribute a minimum of \$100.00 per month to their account are eligible to receive a contribution from MCFD1 to their account. The amount of MCFD1's contribution depends on your position with MCFD1. Part-time employees are not eligible to receive an MCFD1 contribution.

For more information, including current MCFD1 contribution rates, please contact the Finance Office.

**K. FLEXIBLE SPENDING ACCOUNT (FSA)**

All probationary and regular employees of MCFD1 are eligible to participate in MCFD1's FSA plan beginning on the first day of the month following their date of hire. The FSA plan allows employees to use up to the maximum legal limit of pre-tax dollars to pay for eligible expenses (such as deductibles, orthodontia, copays, prescriptions, etc.) not covered by the health plan. Temporary employees are not eligible to participate. For more information on our FSA plan, please see the Finance Office.

**L. EMPLOYEE ASSISTANCE PLAN (EAP)**

Marion County Fire District understands that our workforce is an indispensable part of our operations. In today's demanding environment the overall health of our employees is critical to our success. For this reason, we have contracted with an outside professional confidential employee counseling program.

All employees and their dependent family members may receive telephone or limited in-person counseling sessions and crisis intervention through the EAP at no charge. This counseling program can help employees with workplace problems, family problems, marital problems, financial problems, and problems with drugs or alcohol. Costs of additional services, such as referral services are generally not covered by MCFD1. Such costs as well as other EAP services may, however, be covered by insurance or other benefits.

The EAP is confidential, and no prior authorization or approval is necessary. Employees may call for themselves or for family members at any time. Telephone numbers and other information about the employee assistance program are posted on bulletin boards and are also available from the Finance Officer.

**M. CONTINUING EDUCATION AND TRAINING REIMBURSEMENT**

MCFD1 encourages voluntary continued education and training for employees to enhance job performance and assist in potential career advancement with MCFD1. As a result, MCFD1 may provide eligible employees with time off (which may be paid or unpaid depending on the nature

of the course and our evaluation of available resources) and other financial assistance, such as tuition reimbursement and other training related expenses, to engage in continuing education and training activities that have been pre-approved in writing by the Training Officer.

In order to be eligible for education expense reimbursement:

1. You must be a regular full-time or regular part-time employee;
2. MCFD1 must determine that the educational course or training is relevant to enhancing your skills or career advancement potential with MCFD1;
3. The educational course or training must be approved in advance by the Training Division;
4. You must successfully complete the education/training with a C grade (70%) or better.

All employees should also note that MCFD1 will pay employees for time spent in trainings that MCFD1 requires you to attend. Such time should be recorded on employee time sheets as hours worked.

## **6. LEAVES OF ABSENCE**

When employees are hired, it is expected that they will work continuously as needed. MCFD1 does, however, recognize that uncontrollable conditions do arise, which require employees to take temporary leaves of absence from employment.

During a period of leave of absence no wages or benefits are earned or paid, unless specifically stated in this Manual or required by law. Also, except where prohibited by law, employees will be required to use any accrued and unused paid leave benefits (sick, vacation, compensatory time, etc.) before any unpaid time off is granted. Employees may be eligible for more than one type of leave for the same absence from work. If so, the leaves will run concurrently except when prohibited by law, regardless of whether the employee is granted paid sick leave or other paid leave benefits for the absence. Employees who wish to continue their health insurance benefit during the period of a leave of absence are referred to the Health Insurance Benefits section of this Manual for an explanation of how long MCFD1 will continue to pay its portion of the insurance contribution.

All leaves of absence must be requested by the employee in writing and approved by the Personnel Officer in order to allow us to make arrangements for proper staffing during your absence. Employees who do not notify MCFD1 or who fail to obtain approval for leaves of absence will be considered absent without authorization.

### **A. CIVIC / JURY DUTY LEAVE**

MCFD1 recognizes the civic duty of our employees to serve as jurors. Any employee summoned to serve as a member of a jury must notify their chain of command as soon as possible after receiving the summons. All employees called to serve as jurors will, upon proper verification, be granted a leave of absence for the period of required service.

Upon proper verification, regular employees will receive their regular rate of pay for the hours they would have been scheduled to work during the jury duty less any amounts received for the jury or witness service (excluding mileage). Employees will be granted a maximum of two weeks of paid jury duty leave. Thereafter, jury duty leave will be unpaid and accrued paid leave benefits (vacation, compensatory time) must be used.

All employees who are absent due to jury duty must provide an attendance slip from the court verifying actual dates and times of service. Employees who are released from jury duty during their regular workday should call their supervisor (or the on duty BC if their supervisor is not available) to find out if they should report to work that day.

## **B. CRIME VICTIM LEAVE**

If you have worked for MCFD1 (or a member District) for at least 180 days; have worked an average of 25 or more hours per week during the past 180 days; and you or a member of your immediate family has suffered financial, social, psychological, or physical harm as the result of a person felony crime, you are eligible for reasonable unpaid leaves of absence to attend a criminal proceeding. However, employees will be required to use any accrued compensatory time off followed by earned and unused vacation time before unpaid time off will be provided.

Eligible employees must notify the Personnel Officer of your need for crime victim leave as far in advance as possible. Verification of your need for leave, including copies of any notices of scheduled criminal proceedings, will be required. The amount of leave you will be granted will depend on your position and other business considerations. However, in accordance with applicable law, all reasonable crime victim leaves will be granted unless your absence poses an undue hardship to MCFD1. Information regarding crime victim leaves will be kept confidential.

## **C. DOMESTIC VIOLENCE LEAVE**

If you have worked for MCFD1 (or a member District) for at least 180 days; have worked an average of 25 or more hours per week during the past 180 days; and you are the victim of domestic violence, sexual assault or stalking or the parent of a minor child or dependent who is the victim of domestic violence, sexual assault or stalking, you are eligible for reasonable unpaid leaves of absence for the following purposes:

1. To seek legal or law enforcement assistance or remedies to ensure the health and safety of you or your minor child or dependent (including preparing for and participating in protective order proceedings or other criminal or civil proceedings) related to domestic violence, sexual assault or stalking of the employee or his/her minor child or dependent;
2. To seek medical treatment or recover from injuries caused by domestic violence or sexual assault or stalking of the employee or his/her minor child or dependent;
3. To obtain or assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, sexual assault or stalking;
4. To obtain services from a prosecutor provided or non-profit victim services provider for the employee or his/her minor child or dependent; or
5. To relocate or take steps to secure an existing home to ensure the health and safety of the employee or his/her minor child or dependent.

Requesting leave: Eligible employees who need domestic violence leave should contact the Personnel Officer. Certification of the need for leave will be required, and employees will be required to use any accrued paid leave benefits before unpaid time off will be granted. Requests for domestic violence leave and all supporting documentation will be treated confidentially.

#### **D. FAMILY AND MEDICAL LEAVES**

As a public employer MCFD1 is covered by the Federal Family Medical Leave Act (FMLA) as well as the Oregon Family Leave Act (OFLA). Please note that an employee may be entitled to more than one type of leave for the same absence. If so, the leaves will run concurrently unless specifically prohibited by law. For information on these leave of absence policies, contact the Finance Officer.

1. **Oregon Family Leave (OFLA)**: If you are an employee who has been employed at least 180 days immediately preceding the date your family leave would begin and you have worked an average of 25 hours per week during that time period, you are eligible for family leave of up to 12 weeks in any year measured forward from the date you first use any OFLA leave in accordance with applicable law.

a. **Purposes**: Family leave may be taken for the following purposes:

- i. To care for a newborn child or a newly adopted or newly placed foster child under age 18, or adult "child" who is incapable of self-care because of a disability. This leave applies to both fathers and mothers of the child and employees are not required to work the 25-hour minimum average in order to qualify to use family leave for this purpose. However, if both parents work for MCFD1, leave cannot be taken at the same time. Also, leave must be completed within 12 months after birth or placement.
- ii. To care for a family member with a serious health condition. For the purpose of this leave, "family member" includes an employee's spouse children (including step children, foster children and adult developmentally disabled children), parents, in-laws, grandparents and grandchildren, same sex domestic partners and the children, parents, grandparents and grandchildren of same sex partners, as required by law and confirmed in an Affidavit of Domestic Partnership.
- iii. To recover or seek treatment for a serious health condition that renders you unable to perform one or more of the essential functions of your regular position. "Serious health condition" has the same definition as described below.
- iv. To care for your child if that child is suffering from an illness, injury or condition that is not a serious health condition. The availability of another family member to provide home care for the child will be considered by MCFD1 in determining whether you are eligible for this leave.

- v. For Military Family Leave purposes: to spend time with a spouse who is a member of the Armed Forces of the United States, the National Guard or the military reserve forces of the United States, and has been notified of an impending call or order to active duty or who has been deployed. *Please note* that leave under this provision is limited to 14 days per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment and when the military spouse is on leave from deployment.
- vi. OFLA eligible employees are entitled to up to two (2) weeks of bereavement leave, as part of the total 12-week entitlement, due to the death of a “family member” as defined by the Oregon Family Leave Act. The leave must be for the purpose of grieving, attending a funeral or other memorial type of event, or taking care of personal business necessitated by the death of the family member. The leave must be taken within the first sixty (60) days after the employee receives notice of the death. Employees can use OFLA bereavement leave for the death of more than one "family member" during the leave year. Also, under previous amendments to OFLA, employees must be allowed to use sick leave as well as other accrued paid leave (vacation; compensatory time; holiday banks; etc.) for all OFLA qualifying purposes.

When two family members work for MCFD1, both employees may not take family leave at the same time unless both family members are suffering from a serious health condition, one employee needs to care for the other employee who is suffering from a serious health condition, or one employee needs to care for a child who has a serious health condition while the other employee is also suffering from a serious health condition.

“Serious health condition” means an illness, injury, impairment or physical or mental condition of an employee or family member that:

- Requires inpatient care in a medical care facility such as a hospital, hospice, or residential facility such as a nursing home. When a family member resides in a long-term residential care facility, leave shall apply only to transition periods spent moving the family member from one home or facility to another, including time to make arrangements for such transitions;
- Poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;
- Requires constant or continuing care such as home care administered by a healthcare professional;
- Involves a period of incapacity of more than three days that involves

- two or more treatments by a healthcare provider or one treatment, plus a regimen of continuing care;
  - Involves any period of incapacity or treatment for a chronic serious health condition;
  - Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer's disease, a severe stroke or terminal stages of a disease;
  - Involves multiple treatments for restorative surgery or for a condition such as chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three days;
  - Involves any period of disability due to pregnancy or childbirth or period of absence for prenatal care.
- b. Intermittent Leave: Under some circumstances, employees may take leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. If leave is for a birth or placement for adoption or foster care, use of intermittent leave is subject to MCFD1's approval at the discretion of the Fire Chief. However, OFLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.
- c. Amount of Leave: Generally, employees are eligible for up to 12 weeks of OFLA leave in a leave year. However, an eligible female employee may take an additional 12 weeks off within any year if she took leave because pregnancy or childbirth disabled her from performing any available job offered to her by MCFD1. Also, any eligible employee, male or female, who takes 12 weeks of parental leave may take up to an additional 12 weeks of leave within the one year period to provide home care to ill or injured children.
- d. Requesting Family Leave: Request for family leave must be made in writing. If the need for the leave is known to you in advance, you or your representative must give 30 days advance notice. If the leave is not known in advance, you must give verbal notice within 24 hours of the beginning of the leave, followed by confirmation in writing within three working days after you return to work.
- e. Medical certification: supporting the need for leave due to the serious health condition of an employee or immediate family member, or the need to provide home care to a child, may be required. However, medical verification will not be required to substantiate your need to be absent to provide "home care" for a child unless you are absent for more than three (3) workdays in a one-year



period for this purpose. Fitness for duty releases will also generally be required before employees will be permitted to return to work.

- f. Wages and Benefits: OFLA leave is unpaid. You will, however, be required to use any accrued and unused sick leave benefits followed by accrued and unused compensatory time and then vacation benefits for such absences before unpaid time will be granted. OFLA leaves do not run concurrently with workers' compensation absences. They do, however, run concurrently with all other types of leave for the same absence whether or not paid leave benefits are used.

MCFD1 will maintain group health insurance coverage for an employee on OFLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, MCFD1 may recover premiums they paid to maintain health coverage for an employee who fails to return to work from OFLA leave.

- g. Reporting Requirements While on Leave: Employees on OFLA leave must keep MCFD1 informed of their status, progress and anticipated date of return to work at least once a week, unless they have received written approval to report less frequently. Reports must be made to the Personnel Officer. Reporting to a coworker will not be sufficient. All employees who are either fully or partially released to return to work must report to MCFD1 immediately after receipt of release from their medical provider. For more information, contact the Personnel Officer.
- h. Reinstatement of Employment: In order to have reinstatement rights when you are returning from family leave you must request reinstatement promptly upon the expiration of leave. If you make a timely request for reinstatement and comply with other requirements under the state regulations, including providing a fitness for duty release from your healthcare provider, you will be reinstated to your former position in accordance with applicable law. If you cannot be reinstated to your former position because that position no longer exists, you will be reinstated to an available, equivalent position in accordance with applicable law.

- 2. Federal FMLA Leave: To be eligible for FMLA benefits, you must have worked for MCFD1 (or member District) for a total of at least 12 months and have worked at least 1,250 hours over the previous 12 months. You must also work at a location where MCFD1 employs 50 or more employees within 75 miles. An eligible employee is entitled to a total of 12 workweeks of unpaid leave during a 12 month period measured forward from the date you use any FMLA leave.

- a. Purposes: Federal FMLA leave may be used for one or more of the following reasons:

- i. For the birth or placement of a child for adoption or foster care;
- ii. To care for an immediate family member (employee's spouse, children [including step children, foster children and adult developmentally disabled children], parents, in-laws, grandparents and grandchildren, same sex domestic partners and the children, parents, grandparents and grandchildren of same sex partners, as required by law and confirmed in an Affidavit of Domestic Partnership), with a serious health condition. [However, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service-member is entitled to a total of 26 workweeks of leave during a single 12-month period to care for the service-member as required by law]. A "covered service-member" is a member of the Armed Forces, including the National guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. "Next of Kin" includes the nearest blood relative other than the covered service member's spouse, parent, son, or daughter in the following priority: Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions; Brothers and sisters; Grandparents; Aunts and uncles; and First Cousins. The covered service member may also designate, in writing, another blood relative as their "Next-of-Kin" for FMLA purposes. That designation will control the determination;
- iii. To take medical leave when the employee is unable to work because of a serious health condition; or
- iv. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation as required by law.

*Please note:* Spouses employed by MCFD1 are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. Leave for birth or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement. Also, employees taking leave for a covered service member are entitled to only a combined 26 workweeks of leave during the single 12-month period for covered service-member leave. Likewise, spouses employed by MCFD1, taking leave for a covered service-member are jointly entitled to a combined total of 26 weeks of leave during the single 12 month period in accordance with applicable law.

- b. Intermittent Leave: Under some circumstances, employees may take leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. If leave is for a birth or placement for adoption or foster care, use of intermittent leave is subject to MCFD1's

approval. However, FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.

- c. Qualifying Exigencies: Qualifying exigencies include:
- i. Short-Notice Deployment: Up to seven (7) calendar days of leave may be taken to address any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty for a contingency operation seven or fewer calendar days prior to the date of deployment. This leave may be used beginning on the date the military member is notified of the deployment.
  - ii. Military Events and Related Activities: Attendance at any official ceremony or program sponsored by the military and related to the active duty of the covered military member, or attendance at family support or other assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty of the covered military member.
  - iii. Childcare and School Activities: To arrange for alternative childcare, to provide childcare on an urgent, immediate need basis (not regular, ongoing care), to enroll or transfer to a new school or day care facility, or to attend meetings with staff of a school or day care. In all cases, the need must be caused by the active duty or call to active duty status of a covered military member and covered family member.
  - iv. Financial and Legal Arrangements: To make or update financial or legal arrangements to address the covered military members' absence (such as preparing financial and healthcare powers of attorney, updating wills, etc.); to act as the covered military member's representative before a federal, state or local agency for obtaining, arranging or appealing military service benefits (while on active duty or within 90 days following termination of active duty only); and attending counseling (provided by someone other than a healthcare provider for yourself) for the covered military member, of their covered child, if that counseling is needed due to the active duty or call to active duty status.
  - v. Rest and Recuperation: Up to five (5) days of leave may be taken (per instance of rest and recuperation leave) to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment.

- vi. Post-Deployment Activities: To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered service member's active duty status; or to address issues arising from the death of a covered service member (such as recovering the body, making funeral arrangements, etc.).
  - vii. Other activities as agreed to by MCFD1.
- d. Serious Health Condition: under the federal law, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves
- i. Inpatient care in a hospital, hospice or residential medical care facility;
  - ii. A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves: 1) Timely treatment two or more times by a healthcare provider, by a nurse or physician's assistant under direct supervision of a healthcare provider, or by a provider of healthcare services (e.g., physical therapist) under orders of, or on referral by, a healthcare provider; or 2) Timely treatment by a healthcare provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
  - iii. Any period of incapacity due to pregnancy, or for prenatal care.
  - iv. A chronic condition which 1) Requires periodic visits (at least twice per year) for treatment by a healthcare provider, or by a nurse or physician's assistant under direct supervision of a healthcare provider; 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and 3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
  - v. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
  - vi. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis

- e. Wages and Benefits During FMLA: FMLA leave is unpaid. You will, however, be required to use any accrued and unused sick leave benefits followed by accrued and unused compensatory time and then vacation benefits for such absences before unpaid time will be granted. FMLA leaves run concurrently with all other types of leave for the same absence whether or not paid leave benefits are used. MCFD1 will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, MCFD1 may recover premiums they paid to maintain health coverage for an employee who fails to return to work from FMLA leave.
  
- f. Reinstatement: If you make a timely request for reinstatement and comply with other requirements under the federal regulations, you will be reinstated to your former position or an equivalent in accordance with applicable law. If you cannot be reinstated to your former position because that position no longer exists, you will be reinstated to an available, equivalent position in accordance with applicable law.
  
- g. Other Requirements: Employees will be required to provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, you must provide notice as soon as practicable. You must also generally comply with MCFD1's normal attendance call-in procedures. In addition:
  - i. Employees needing FMLA leave must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform the job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also notify the company if the requested leave is for a reason for which FMLA leave was previously taken or certified.
  - ii. Medical verification of the need for leave due to a serious health condition affecting the employee or an immediate family member or covered service-member will be required.
  - iii. Medical certification of the need for leave due to the serious injury or illness of a spouse, son, daughter, parent, or next of kin who is a covered service-member will be required;
  - iv. Certification of the need for qualifying exigency leaves will be required;

- v. During a FMLA leave, MCFD1 may also require, at its expense, second or third medical opinions, periodic recertification, and fitness for duty reports.
- vi. As with OFLA leaves, employees on FMLA will be required to report to the Personnel Officer on their status and intent to return to work at least once per week unless you have received written permission to report less frequently.
- vii. Fitness for duty certification will be required upon return to work.
- h. When an employee gives notice of the need for an FMLA qualifying leave, MCFD1 will notify you whether you are eligible under FMLA and will give you additional, specific information on your rights and responsibilities. If you are not eligible, you will be given a reason for why you have been determined to be ineligible.
- i. Employees who believe their FMLA rights have been violated are encouraged to contact the Personnel Officer to discuss their concerns. In addition, you may contact the US Department of Labor or bring a private action. Also, employees should note that the FMLA does not affect any Federal or State law or collective bargaining agreement which provides greater family or medical leave rights. FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For more information on these leave of absence policies, contact the Personnel Officer. In all circumstances, MCFD1's policy will be interpreted and applied in accordance with applicable state and federal regulations.

#### **E. MEDICAL LEAVES (NON-OFLA/FMLA, OR WORKERS' COMPENSATION)**

Occasionally, employees are required to be absent from work for extended periods of time due to serious off-the-job injuries or illnesses that are not covered by OFLA, FMLA, or workers compensation. In such circumstances, employees should contact the Personnel Officer regarding an extended medical leave of absence.

Employees on a medical leave of absence are required to report to their Supervisor or the Personnel Officer on their status, progress and anticipated date of return to work at least once a week, unless you have received written approval to report less frequently. Reporting to a coworker or another person will not be sufficient to comply with this reporting requirement. The reemployment of persons returning from medical leave is subject to the availability of suitable work. MCFD1 will, however, comply with applicable reinstatement and reemployment laws. **All employees who are released to return to work from a medical leave for extended off-the-job injuries or illnesses must request return to work immediately after receipt of a full**

**or light duty release from your doctor.** For more information, please contact the Personnel Officer.

#### **F. NATIONAL SERVICE/MILITARY LEAVE**

Employees who serve in the U.S. Armed Forces, National Guard or Reserves are granted leaves of absence for the period of their military service and training and will also be provided reinstatement in accordance with applicable law. Except as provided below, national service/military leaves are unpaid. However, at their discretion, employees may elect to use their earned and unused vacation or compensatory time during a national service/military leave.

In addition, employees who have completed six continuous months of service with MCFD1 and who are required to participate in annual active duty training as a member of the National Guard, National Guard Reserve or any reserve component of the Armed Forces will be provided with a **paid** leave of absence for the number of days the employee would normally be scheduled to work within a 15 calendar day period each training year, in accordance with applicable law. For the purposes of this policy, a training year means the federal fiscal year (October 1-September 30). If you have any questions regarding national service/military leave, please contact the Finance Officer.

#### **G. PERSONAL LEAVES**

Regular employees may be granted unpaid personal leaves of absence of up to sixty (60) days upon a showing of good cause and provided MCFD1 determines the leave can be scheduled without adversely affecting its operations. Unpaid personal leave may be granted for short periods as well as extended absences and will depend upon the reason for leave, your length of employment, performance, responsibility level and MCFD1's evaluation of the potential impact of your leave on its operations. Please note that while personal leaves of absence are unpaid, employees will be required to exhaust any earned and unused paid leave benefits (e.g. vacation, sick, compensatory time) during a personal leave before *unpaid* personal leave time may be taken.

Requests for personal leaves of absence must be made in writing as far in advance as possible and must specify a starting and ending date as well as the reason for the requested leave. MCFD1 will determine whether there is a compelling personal reason for the leave at its discretion. A leave will not be granted to work another job or seek employment or career opportunities elsewhere.

Employees returning from a personal leave of absence are not guaranteed reemployment, unless such agreement is in writing and approved by the Personnel Officer. Reemployment will generally be subject to the availability of a position that MCFD1 determines is suited to an employee's skills, qualifications and experience.

## **H. VOLUNTEER FIREFIGHTER LEAVE**

Employees of MCFD1 who are volunteer firefighters for another rural fire protection district (or City or private firefighting service) are eligible for an unpaid leave of absence when called to respond to emergencies, in accordance with Oregon law. Upon return from such leave, employees will be restored to their former position or an equivalent position without loss of seniority, vacation, or any other employee benefit or right that had been earned at the time of the leave of absence.

## **I. WORKERS COMPENSATION LEAVES**

MCFD1 grants employees leaves of absence as needed for illnesses and injuries incurred on-the-job. If you are injured on-the-job, please contact your supervisor and the Finance Office right away for a workers compensation form. Employees who are absent from work due to work-related illnesses or injuries are eligible to receive workers compensation benefits.

Employees on a workers compensation leave of absence are required to report to the Supervisor or Finance Office on their status, progress and anticipated date of return to work at least once a week, unless you have received written approval to report less frequently. Reporting to a coworker or another person will not be sufficient to comply with this reporting requirement. **All employees who are released to return to work from on-the-job injuries or illnesses must request return to work as soon as possible, but no later than seven (7) days after receipt of notice by certified mail from our workers' compensation insurer that you have been released to return to work by your doctor.** MCFD1 will comply with applicable reinstatement and reemployment laws for employees who are absent due to work related illnesses or injuries.

Workers compensation and OFLA absences do not run concurrently. Therefore, you may be eligible for OFLA leave following the conclusion of a workers' compensation leave. Eligible employees who are released to light duty after a workers compensation illness or injury, and remain off work will automatically be placed on an OFLA leave of absence consistent with applicable law. For more information, please see the "Family Medical Leave, Parental or Pregnancy Leave" policy or contact the Finance Office.

- 1. Light Duty Assignments:** Temporary light duty assignments may be offered to employees on workers' compensation leaves at the sole discretion of MCFD1. In order to be eligible for a temporary light duty assignment, an employee must be temporarily unable to return to his/her regular duties as a result of an on-the-job injury or illness; *and* not medically stationary.

If offered, light duty assignments will be individualized to each employee based on numerous factors including the employee's medical restrictions, the anticipated length of those restrictions and the availability of suitable work the employee can safely perform. MCFD1 reserves the right to determine the availability, appropriateness, and continuation of all light duty assignments. Light duty assignments may include:



- A change or reduction in the work hours of the employee's regular position;
- Limiting or altering duties in the employee's regular position;
- Temporarily reassigning the employee to another position for which he/she is qualified; *or*
- Assigning the employee to perform miscellaneous tasks that are not associated with any specific job position.

The physical requirements of a light duty assignment will be submitted to the employee's treating physician for approval, to ensure that they are consistent with the employee's work restrictions.

## **7. GENERAL EMPLOYMENT POLICIES AND EXPECTATIONS**

It is your responsibility to use common sense, sound judgment, and to conscientiously discharge your work duties, while abiding by MCFD1's policies and management directives in the performance of your job. This means all employees are expected to become familiar with and keep informed of changes in our safety rules, operational policies, etc. In the event you have questions about your position, your employment status, your job requirements, or any other matter, please discuss your questions with your Supervisor or the Personnel Officer.

### **A. COOPERATION AND TEAMWORK**

All employees should remember that they are part of a team of public employees, and public satisfaction with MCFD1 depends upon good service. Therefore, teamwork is an independent job requirement for all positions at Marion County Fire District. In addition to performing job functions in a manner which meets our standards, it is the responsibility of all employees to be cooperative, polite and positive in relations with coworkers, managers, supervisors, members of the public and others they come into contact with through their employment.

### **B. CONFIDENTIALITY & HIPAA**

In our work, many employees have access to confidential personal and medical information of members of the public. It is essential that all employees maintain the integrity and confidentiality of that information at all times. All employees are strictly prohibited from discussing confidential patient/medical information with persons outside MCFD1 unless she/he is performing services directly related to treatment, payment or healthcare operations or unless you have been expressly authorized to release the information. Discussions regarding patient medical records must be limited to what is necessary to perform your job duties and must be done in private and in strict confidence. If you have any questions about whether you should disclose a patient's identity or any other patient information, contact our Privacy Officer, before making the disclosure. More information on MCFD1's HIPAA privacy policies is available from the Privacy Officer. Employees who violate patient confidentiality and/or HIPAA privacy requirements will be subject to discipline, discharge and other legal action including criminal penalties for violations.

Any personnel who receive a subpoena for any legal matter related to the District shall report the request immediately to the Fire Chief or his designee, prior to responding to said subpoena, within the confines of the law.

Any subpoena being served in which the personnel are unavailable should be directed to the Fire Chief or his designee. No personnel of the District, other than the Fire Chief or his designee, shall accept a subpoena on behalf of another member of the District.

Also, although we are a public organization, some information obtained in the course of your employment is confidential and may not be subject to public disclosure. Employee phone numbers and addresses, or employee medical information obtained as a result of your job duties are typical examples of information that we consider confidential. All employees are prohibited from discussing confidential information with persons outside MCFD1 and persons in MCFD1 who do not have a business need to know unless you have been expressly authorized to release the information. If you have a question about whether information should be disclosed, contact the Privacy Officer before making the disclosure.

**A. DISPLAY AND USE OF MCFD1 UNIFORMS, EQUIPMENT AND VEHICLES**

All employees are expected to present themselves in a way that helps generate trust, confidence and respect from the public. MCFD1 uniforms, equipment and vehicles displaying MCFD1 (or member district) logo allow MCFD1 to display a consistent, professional appearance to the public we serve. All such uniforms, equipment and vehicles are the property of Marion County Fire District and must be used and displayed for MCFD1's business purposes only. All employees are strictly prohibited from using or displaying MCFD1 property, materials and equipment (including but not limited to uniforms, vehicles and other equipment displaying MCFD1 or member District's logo), for personal use. This includes but is not limited to wearing your Class A or Class B uniform while off-duty, and the unauthorized display of MCFD1 uniforms and equipment in personal internet/web postings (such as on MySpace, Facebook, etc.), regardless of the content, etc.

**B. DRESS CODE AND APPEARANCE STANDARDS**

Public relations are an integral part of each employee's job. All employees are expected to present themselves in a way that helps generate trust, confidence and respect from the public they serve. As a result, all employees are required to be neatly groomed and wear clothing that is clean, in good repair, businesslike, and appropriate for their position, whether in the office, an MCFD1 vehicle, or other site. Your supervisor will inform you of any specific uniform or dress code requirements for your position.

1. **Grooming Standards:** In order to maintain a conservative public appearance and ensure the safety of employees and the public we serve, the following grooming standards apply:
  - a. The following standards apply to all employees:
    - i. You must be clean and neatly groomed at all times
    - ii. You must maintain socially acceptable personal hygiene standards at all times, and
    - iii. Fingernails must be of moderate length, clean and neatly manicured
2. **Non-Uniform Personnel:** Non-uniformed personnel must present themselves in professional, conservative attire that is appropriate to their position and role as a public employee. The following rules apply to non-uniformed personnel:
  - a. Business dress is appropriate for office personnel.

- b. Other non-uniformed personnel must wear approved professional clothing appropriate to their position. MCFD1 will provide coveralls as appropriate to the position (e.g. for mechanics and maintenance personnel)

**3. Uniformed Personnel:** “Uniformed Personnel” is defined as those personnel wearing MCFD1 issued Class B, C, or A uniform, as well as at all times when wearing PPE. Your supervisor will notify you of the uniform standards for your position. Employees are required to report to duty assignments wearing uniforms as issued. The following rules apply to uniformed personnel

- a. Uniforms must be clean, stain free, wrinkle free and in good repair (e.g. no tears, worn spots, holes, etc.).
- b. In the event that you must respond to an emergency while off duty (& without sufficient time/notice to wear the uniform) you must present yourself in as professional a manner as possible under the circumstances.

c. **Jewelry, Piercings, Fingernails, and Tattoos/Dental Art:**

- i. Wrist watches, rings and medical related bracelets are permitted so long as they do not interfere with the use of gloves and turnouts, and are snugly fitting (not subject to catching or snagging).
- ii. Necklaces, pendants and medallions are not permitted to be worn exposed on any firefighting personnel
- iii. No visible body pierces are permitted with the limited exception of small, non-dangling earlobe piercings. Nose, lip, eyebrow, tongue rings/piercings, etc. are not permitted.
- iv. Articles such as wallet chains, watch chains, handkerchiefs, combs, cigars, tobacco cans, cigarettes, and pipes must not be attached to or exposed from the uniform.
- v. Tattoos must be discrete, subdued in color and appropriate for the public workplace. Employees are prohibited from showing tattoos or body art that are prejudicial to good order, discipline or morale, or bring discredit to MCFD1. Examples of prohibited markings include those that are considered by MCFD1 to be sexist, racist, vulgar, anti-social, violent, or discriminate against any protected class by virtue of including words, symbols, nudity, or pictures in the tattoo or body art. Tattoos containing prohibited markings must be covered. Tattoos on the face are prohibited.
- vi. Gemstones, unnaturally colored or shaped teeth, and other ornamentation that is temporary or permanently affixed to the teeth for the purposes of decoration or adornment is not allowed while on duty or when representing the District in any official capacity.
- vii. Eye glasses, sunglasses and safety glasses must be neutral in tone. Reflective lenses are not permitted.
- viii. Fingernails, while in uniform, must be of a natural or subdued color.

ix. Otherwise permitted items must not interfere with proper operation of safety and protective equipment, including the seal of SCBA masks.

d. **Hair**: All employees are expected to adhere to the following:

- Hair must be neat, clean and conservatively groomed.
- Hair length, style and bulk must permit the safe and effective use of all personal protective equipment at all times.
- Hair may be dyed, tinted or frosted any color which could naturally occur in human hair. Stripes, spots, and unnatural color dyes are not permitted.
- For fire protection employees, hair clips or pins matching the color of the hair may be worn. However, no other decorations permitted to be worn in the hair.
- Hair, sideburns, mustaches, soul patches, hair pins or styles must never interfere with normal wearing and proper use of protective gear and equipment, including but not limited to the helmet and SCBA mask.

In addition to the above, the following hair and grooming standards apply:

i. **Men**:

1. Hair must not naturally extend below the top of the uniform collar
2. If hair is combed over the ears, it must not extend below the top one-half of the ears nor more than two inches (2") in front of the ears.
3. Hair that is styled or combed forward must be no lower than 3/4 of an inch above the high point of the eyebrows.
4. Mustaches must be kept neatly trimmed and may not exceed more than one inch (1") beyond or one inch (1") below the corner of the mouth
5. Beards are prohibited, except soul patches that are less than one inch (1") long and not connected to the mustache. For the purposes of this policy, a soul patch is a tuft of hair centered under the lower lip.

ii. **Women**: MCFD1 recognizes that the traditionally acceptable standards for female hair styles are different from those of males. Females whose hair styles do not conform to the standards listed above for men must pin up and secure hair in such a way as to comply with the above standard listed for men at all times while in uniform. In order to ensure safety, hair may generally not be longer than the shoulder blades.

4. **Violations**: In the event a concern arises, MCFD1 will make the final determination regarding what is appropriate dress for our workplace. Violations of this policy may

result in discipline. In addition, employees arriving for work with an appearance that significantly disregards our standards or creates a safety hazard may be asked to return home for immediate correction. A loss of pay may result for employees for the time absent from work to correct the deficiency. If you have any questions regarding the specific standards for your job, please contact your Supervisor.

### C. DRIVING AND USE OF VEHICLES

Some positions with the Marion County Fire District require employees to operate vehicles as part of their jobs. As a result, we have developed the following rules that all employees are required to follow:

1. **Driver's License and Insurability:** Employees whose job requires the use of an MCFD1 vehicle or their own vehicle on MCFD1 business must maintain insurability with MCFD1's insurer, and a current valid driver's license. If your position requires you to drive and you have any driving restrictions or your license status changes in any way, you must inform the Personnel Officer immediately. Only employees who are properly licensed, insured and have been authorized by the Operations Chief are permitted to drive MCFD1 vehicles. *In order to ensure compliance with this policy, and the safety of other employees, passengers and the public, MCFD1 may check the driving records of employees who drive for MCFD1 at any time as permitted by applicable law.*
2. **Compliance With the Law, Traffic Violations, and Good Judgment:** All employees who drive on behalf of MCFD1 are expected to use good judgment and caution in the operation of the vehicle at all times. All employees who drive on behalf of MCFD1 are also expected to be aware of and comply with all applicable traffic laws and regulations at all times. This includes using safety belts for drivers and passengers at all times. MCFD1 does not pay for employee traffic violations. If you receive a traffic citation while using any automobile on MCFD1 business, you are responsible for all fines, court costs, etc. Any personnel who receives a traffic violation while on or off duty must notify their supervisor who will notify the Personnel Officer within 72 hours.
3. **Reporting Accidents and Traffic Citations:** All accidents, traffic citations and damage, however small, must be reported immediately to the Safety Officer and the on-duty Battalion Chief. This applies to all types of accidents and damage, including damage to the property of others as well as MCFD1 property and equipment. Accidents involving MCFD1 vehicles must also be reported to a police agency for investigation. Employees are required to cooperate fully with MCFD1 accident and damage investigations.
4. **Use of Vehicles:** Also, employees are prohibited from transporting any unauthorized passengers in MCFD1 vehicles or while on MCFD1 business, unless specifically authorized by the Operations Chief or his designee. This includes friends, family members, etc. All MCFD1 vehicles must be stored at our stations when they are not being used for business purposes. Personal use of MCFD1 vehicles is prohibited.

### D. EMPLOYEES ACTING AS VOLUNTEERS

Employees may volunteer their services to MCFD1 only on a limited basis for humanitarian or civic purposes in accordance with applicable law. Employees who perform volunteer services for MCFD1 are strictly prohibited from volunteering to perform the same work they normally

perform in their paid positions and from performing any volunteer work during their normal working hours. *To avoid misunderstandings, all volunteer activities by employees must be approved by the Operations Chief before it is performed.*

## **E. ETHICS AND PUBLIC EMPLOYEE CONDUCT**

The continued public trust in MCFD1 as well as MCFD1's proper operation require that all employees and other representatives of MCFD1 demonstrate the highest degree of ethical conduct. In all matters of personal interest, employees should conduct themselves so as not to impair their working relationship with other employees, volunteers, officials or the public.

- 1. Public Employee Ethics:** The continued public trust in MCFD1 as well as MCFD1's proper operation require that all employees comply with the public employee code of ethics. MCFD1 employees are prohibited from using or attempting to use their position for financial gain or to avoid any financial detriment (this includes but is not limited to use of MCFD1 time, equipment, services or influence). Employees are likewise strictly prohibited from using any confidential information they obtained because of their employment with MCFD1 to advance the financial or other private interest of themselves or others.
- 2. Gifts:** Also, employees should not accept favors or solicit or receive any gifts from any source that could reasonably be known to have an interest in any MCFD1 matters over which the employee has or may have any influence. As a limited exception, union employees shall contact the Battalion Chief, and non-represented staff shall contact their supervisor for approval to allow acceptance of non-monetary gifts of nominal value (less than \$50) at holidays or other special occasions, provided the gift is available to be shared by all employees.
- 3. Violations:** Violation of the public employee code of ethics will result in discipline up to and including discharge. Because compliance with the code of ethics is also required by Oregon law, employees may also be subjected to individual civil fines and penalties if they are found to have violated the code of ethics. For more information on the public employee code of ethics or if you have any questions about your obligations as an MCFD1 employee, please contact the Personnel Officer or the Fire Chief.
- 4. Political Activity at Work:** MCFD1 does not restrict the right of its employees to express their personal political views. However, MCFD1 employees are strictly prohibited from using their official MCFD1 or position with MCFD1 to further the cause of any political party or candidate. Further, in accordance with Oregon law, MCFD1 employees are strictly prohibited from coercing, requiring or attempting to coerce or require any other public employee to influence or give money, service or any other thing of value to promote or oppose any political committee or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.



MCFD1 employees are likewise prohibited from soliciting any money, influence, service or other thing of value or otherwise promote or oppose any political committee or promote or oppose the nomination or election of a candidate, the gathering of signatures or on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder while on the job during working hours.

5. **Use of MCFD1 Property and Equipment:** All MCFD1 owned property and equipment (including MCFD1 vehicles, office equipment and supplies) are for MCFD1 business purposes only. Accordingly, employees are prohibited from using MCFD1 property or equipment for personal or other private use, unless specifically authorized by the Fire Chief or his designee (including outside employment or political activities). For more information, please refer to the Display and Use of Uniforms, Equipment and Vehicles Policy, above. This policy will be strictly enforced. Violators will be subject to discipline up to and including discharge.

#### **F. HOUSEKEEPING**

MCFD1's objective is to provide and maintain a clean, safe and healthy work environment. All employees are expected to maintain a safe, neat work area and to ensure that all working documents, desks, cabinets, and equipment are secure at the close of their work shift.

#### **G. JOB SHARING**

MCFD1 permits employee job sharing on a limited basis only. Job sharing will be permitted only when MCFD1 has determined that:

- Both individuals are qualified (including possessing all skills, abilities, knowledge, etc.) to perform the job; and
- The operational needs of MCFD1 can be efficiently and effectively satisfied with the job share arrangement.

No more than two individuals will be permitted to share a single job. Job share partners will divide the available hours of the job share position, generally not to exceed a combined total of forty (40) hours per week.

1. **Benefits:** Job share partners for an approved job share will share the benefits of a single, full-time position as follows:
  - i. Vacation, Sick Leave and Holiday benefits will be pro-rated in proportion to each employee's hours worked.
  - ii. Each employee will be eligible to participate in the health/dental insurance plans. However, MCFD1's contribution will be divided proportionately (based on hours worked) between the employees. The employees will be required to pay for the balance of the premium and will be required to authorize a deduction from their pay for their portion of the health insurance premium. If one employee chooses not to

- sign up for coverage, the other will receive the full MCFD1 contribution to premiums.
- iii. MCFD1 will provide long term disability and retirement benefits to the employees based on their wages.

A job share arrangement may be discontinued by MCFD1 at its discretion at any time. Employees will be notified if MCFD1 decides to discontinue a job share arrangement.

## **H. LOST OR DAMAGED PROPERTY**

MCFD1 recognizes that certain personal items may become lost or damaged due to the extreme conditions occasionally encountered in emergency situations while working for MCFD1. As a result, if your eye glasses, contact lenses, hearing aids or prosthetic devices are unavoidably lost or damaged while responding to an emergency on behalf of MCFD1, MCFD1 may provide reimbursement for the replacement cost of that item up to a maximum of \$200.00. In order to receive a reimbursement, you must submit a “request for Reimbursement” form to the Operations Chief, including a detailed explanation of the situation leading to the loss/damage and the nature of the loss damage. All reimbursements are made at the discretion of the Operations Chief.

Except as outlined above, MCFD1 is not responsible for the loss, theft, or damage of any other personal items while you are on MCFD1 premises (including parking lots and remote job sites) or while you are traveling or working on MCFD1 business. You should not bring valuable personal items to work.

## **I. MEDICAL EXAMINATIONS**

MCFD1 respects its employees’ rights to privacy. However, due to the nature of the services we perform, in some cases, medical examinations may be required in order to ensure that selected applicants for employment and current employees are qualified to safely perform the essential functions of their positions. Medical examinations may also be required to support requests for accommodations and medical leaves of absence, etc. MCFD1 will comply with applicable laws regarding medical examinations, and all medical information obtained will be treated confidentially.

## **J. OFF-DUTY CONDUCT**

While MCFD1 is generally not interested in your personal, off-duty activities, certain types of off-duty activities by employees have the potential to affect our ability to generate trust, confidence and respect from the public. Therefore, employees who engage in off-duty conduct, which negatively affects affect MCFD1’s ability to generate trust, confidence and respect from the public will be subject to disciplinary action up to and including termination of employment. If you have any questions of what is expected of you, please do not hesitate to ask your supervisor.

## **K. OUTSIDE EMPLOYMENT**

When MCFD1 hires an employee, we expect that your employment with MCFD1 will be your priority. Generally, MCFD1 has no objection to employees holding other jobs or being self-employed as long as:

1. You are able to meet all efficiency, performance, attendance, overtime and other requirements of your job at MCFD1 (Failure to meet your job performance, attendance and other expectations due to secondary employment or other outside commitments will lead to disciplinary action up to and including termination of employment),
2. Your off-duty work activities do not, in our view, interfere with or negatively reflect on the interests and reputation of MCFD1, and
3. Your off-duty work activities do not directly or indirectly compete with, or create a conflict of interest with MCFD1 or its interests.

In order to avoid misunderstandings or conflicts of interest, you must notify and obtain approval from the Fire Chief for any outside employment, compensated or non-compensated. Employees will not be granted time off to meet the needs of secondary employment.

## **L. PERFORMANCE REVIEWS**

MCFD1 believes that it is important for employees to know how they are performing, to receive recognition for good performance, and to receive constructive suggestions when improvement is needed at any time during their employment.

In addition, MCFD1 believes that formal employee performance reviews are an essential communication process between the employee and the immediate supervisor. Such reviews provide information relating to merit, identify areas of training needs, target the strengths and weaknesses of the employee's work performance, and measure the relationship between goals and objectives and the individual employee's job performance. The purpose of evaluations is to let employees know how well they are performing their job and whether they have overall performance problems. Therefore, in addition to ongoing performance counseling, MCFD1 generally provides employees with formal written performance evaluations on an annual basis, usually in or near the month of October. More frequent performance evaluations may be conducted if MCFD1 determines that additional guidance and follow up is appropriate based on individual employee performance.

## **M. PERSONNEL FILES AND RECORDS**

Employee personnel files contain a variety of important information, such as your contact information, emergency contacts, performance evaluations, disciplinary action, etc. Medical records are maintained in a separate confidential medical file.

1. **Changes In Your Information:** It is important to keep all personnel records up to date. Be sure to report any of the following to the Finance Officer: 1) Change of address or telephone

number, 2) Person to notify in case of an emergency, including work and phone and/or address, 3) Legal name change, 4) Change in marital status and number of dependents, or 5) Change in insurance beneficiary.

2. **Access To Your File:** Employee personnel files are treated confidentially, however, you may review your own personnel file as outlined below. If MCFD1 intends to place negative information in your personnel file (such as formal written disciplinary action), you will be given a copy. Please note, however, that employees will not automatically be given a copy of coaching, or discussions. Employees who wish to review their own personnel files (excluding criminal records or investigations, and confidential reports from previous employers) may contact the Personnel Officer to arrange for an appointment. No files may be removed from the office, but may be reviewed there with a management representative. Requests for copies of your own personnel file must be submitted to the Personnel Officer in writing. Employees may be charged the actual cost of providing the copy.

**Negative Information:** If an employee receives a verbal or written warning, it shall be noted in the employee's personnel file. An employee shall receive a copy of any warning or reprimand, and it shall be made part of her/his personnel file. Verbal warnings shall be placed in the personnel file for a period not exceeding twelve (12) months and written warnings shall be placed in the personnel file for a period not exceeding twenty-four (24) months, provided no further violations or deficiencies occur during such periods.

If no further violations or deficiencies occur during the above times, the warning shall be removed from the personnel file.

3. Further, no documents may be removed from your personnel file unless specifically authorized by the Fire Chief at his/her discretion. However, if you disagree with any materials in your personnel file, you may submit a written statement of your position. MCFD1 will include your statement in your personnel file. In the event that any evaluation, warning, or reprimand is removed from your personnel file, it will be retained and placed in a confidential file maintained by the Fire Chief. While such documents will generally not be used for further discipline, all employees should understand that MCFD1 may use the documents in any arbitration, civil service or other legal proceeding as it determines appropriate.
4. **Release of information:** MCFD1 will not release employee contact information (address, telephone, etc.) or other information over the phone. If you would like MCFD1 to release salary or other information, you must provide a written, signed authorization for the release. Any verification for employment or income must be directed to the Finance Officer. Employees should also understand that some information, such as your wages, benefits, etc., are subject to written requests for public disclosure.

## **N. PROMOTIONS AND TRANSFERS**

MCFD1 believes it is important to provide opportunities for our employees to grow within the Organization through job transfers and promotions. For this reason MCFD1 generally posts announcements for position vacancies internally on the bulletin board at the located in MCFD1's administrative office and may also be posted on MCFD1 website and newsletter. In order to obtain the best qualified candidate for every position, position openings may also be posted to the public. MCFD1's policy is to promote or hire the applicant who we determine is the best qualified for all positions.

Employees who are interested in promotion to a vacant position are encouraged to apply. Applications are available in the administrative offices. Please note that MCFD1 only accepts applications for advertised vacancies. Therefore, if you are interested in an open position, be sure to submit the required documents for that position by the position closing date.

In addition to posting to fill job vacancies competitively, all employees should understand that MCFD1 may assign employees job duties or transfer employees to different positions or work assignments and schedules at any time as MCFD1 determines appropriate to the efficient operation of its operations.

## **O. EMPLOYMENT OF RELATIVES**

MCFD1 welcomes the employment of immediate relatives while providing fair and equitable hiring practices in all cases, and with the overall goal of hiring the best qualified candidate for the job. However, MCFD1 also recognizes that the employment of relatives in the same area of an organization has the potential to cause serious conflicts and problems with favoritism and employee morale. Therefore, immediate relatives will not be allowed to hold a position of supervisory, appointment or grievance adjustment MCFD1 over the other. Immediate relatives will also not be hired if the employment would cause MCFD1 to violate any applicable law or would jeopardize MCFD1's eligibility for public financing. If an individual applies for a position that would conflict with this policy, the individual's application will be declined. If an individual is mistakenly hired or placed into a situation in violation of this policy, we will take prompt action to correct the error (such as by terminating, transferring, demoting one employee, etc.). Immediate relatives include spouse, children, children-in-law, siblings, siblings-in-law, parents, parents-in-law, niece/nephew, aunt/uncle, step parents/children.

With regard to other relatives, employees who become involved in an intimate relationship with one another, or any other similar situation that proves damaging to morale or MCFD1's best interest, discretion will be used in the placement or continued employment of these individuals.

**P. TOBACCO USE**

All employees are reminded that MCFD1 business is conducted in the public eye. All employees are expected to maintain a professional image and appearance at all times. In keeping with MCFD1's intent to provide a safe and healthful environment, and in support of Oregon's Presumptive Cancer law for firefighters, smoking (including clove and e-cigarettes) and chewing tobacco is prohibited on all district premises. This includes but is not limited to sleeping quarters, kitchens, general entry areas, patios, etc.

Tobacco-free property not only supports tobacco users trying to quit, they also protect people from exposure to the toxins in secondhand smoke. The U.S. Surgeon General has concluded that there is no safe level of exposure to secondhand smoke.

Employees who violate this policy will be subject to discipline.

**Q. TELEPHONE CALLS**

MCFD1's telephones are intended to be used for MCFD1 business purposes. Although MCFD1 recognizes that there are occasionally times when personal phone calls must be made or messages received during business hours, we appreciate your cooperation in keeping incoming and outgoing calls to a minimum. All employees are responsible for notifying their family and friends of this policy. Personal long distance calls are prohibited using MCFD1 telephones. Personal long-distance calls must be made using a toll-free number, your calling card, your personal cell phone or personal code.

Employees who carry a personal cell phone must keep the phone in vibrate or silent mode at all times. Ringing phones are a distraction from the serious business at hand, and the public should never be subjected to the interference of a personal call. As with MCFD1 phones, personal calls, text messages and other communications made on personal cell phones should generally be limited to your breaks and/or meal periods.

MCFD1 also provides some employees with MCFD1 cell phones for use on MCFD1 business only. MCFD1 monitors its cellular telephone bills. Employees who are determined to have violated this rule will be subject to discipline up to and including discharge. MCFD1 will also seek reimbursement from the employee.

**R. TRAVELING ON BEHALF OF MCFD1**

MCFD1 is accountable to the public for its funds. Therefore, all employees are expected to use good judgment to minimize the expenditure of funds for travel on MCFD1 business. This means that employees should always choose the least costly means of travel, lodging and related expenses. In addition, all employees are required to comply with the following rules related to travel on behalf of MCFD1:

2. **Approval:** All travel must be approved at least two weeks in advance by the Fire Chief (or authorized designee). If the travel is to attend training, you must submit a completed Training Request Form to the Training Officer with a copy to the Fire Chief for approval. The Training Request Form must state the dates of anticipated travel, the purpose and location of the training, and all known costs associated with the training (training fees, transportation, lodging, etc.). As a limited exception, “last minute” calls for applications to fill National Fire Academy or State Training classes at minimal cost to MCFD1 will be given priority consideration. Additional “last minute” training opportunities must be approved in advance by the Fire Chief or his designee.
  
3. **Reimbursement Rules:** The following rules apply to reimbursements for approved travel expenses incurred by employees:
  - a. **Transportation & Mileage:** MCFD1 will pay for the actual cost of approved transportation for approved travel on MCFD1 business. Where the approved method of travel permits (such as flights, etc.), the cost will be paid in advance by MCFD1. Employees who incur mileage costs for approved travel on behalf of MCFD1 will be reimbursed at the current State of Oregon mileage rate for the actual mileage required for the trip. Please note, personal side-trips will not be considered part of the actual mileage required and such mileage will not be reimbursed. Reimbursement will be made only for pre-approved travel, and will not include travel to and from work.
  
  - b. **Lodging:** Generally, all lodging accommodations must be approved in advance by the Fire Chief or his designee. Approval will be granted only for lodging accommodations that are cost effective and appropriate to the purpose of the trip and location. Lodging must be booked at government or commercial rates for single occupancy rooms (or double occupancy if shared) unless unavailable.
  
  - c. **Meals:** MCFD1 will reimburse you for meal expenses for approved overnight travel up to the maximum State of Oregon per diem amount per day. Itemized receipts will be required for reimbursement. Meal reimbursement will not include any alcohol or gratuities in excess of 15% (excluding alcohol).
  
  - d. **Telephone and Facsimile Charges:** Expenses incurred for telephone and facsimile communications during approved travel will be reimbursed only if they are directly related to MCFD1 business and are supported by itemized receipts, verifying the number called/faxed, length of the call, etc. Personal calls and faxes are your responsibility.
  
  - e. **Accompanied Travel:** MCFD1 does not pay for, or provide reimbursement for any expenses incurred by friends or family members who join you during approved travel. Also, personal passengers are not permitted in MCFD1

vehicles. Please refer to our driving policy for more information.

- f. Reimbursements: Only approved expenses incurred for approved travel on behalf of MCFD1 will be reimbursed. In order to receive reimbursement for approved travel expenses, you must submit a written reimbursement request and attach all itemized receipts, registration and training verifications. Reimbursement will generally be made within two calendar weeks after completion of the approved travel.

If you have any questions about your obligations under this policy, contact the Operations Chief.

**P. VISITORS**

In order to maintain efficient operations, personal visitors at work should be limited to your breaks or lunch time unless you have received permission in advance from your supervisor. Also, personal visitors are generally not allowed to remain at a fire station if personnel are needed to respond on a call or leave the station for any other reason except with prior approval of the on-duty Battalion Chief.



## **8. COMPUTERS AND ELECTRONIC EQUIPMENT**

### **A. OWNERSHIP, USE AND ACCESS**

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems, including electronic mail (e-mail) and voice mail are the property of Marion County Fire District. These systems are provided to employees at MCFD1 expense to assist them in carrying out business activities. Consequently, all information transmitted through or stored in the system, including e-mail messages and wireless network use is considered business information.

An employee's use of our electronic communications systems should be restricted to business activities and should never interfere with employees' duties. Employee use of our electronic communication systems (including e-mail and internet) for personal use must be limited to necessary, occasional communication. MCFD1's systems cannot be used at any time to convey or knowingly receive messages that are threatening, disruptive or disparaging. Likewise, MCFD1 strictly prohibits the use of electronic communication systems to convey or knowingly receive messages or graphics that contain offensive material of a sexual, racial, religious, etc. nature or that otherwise violates our Equal Employment Opportunity policies (i.e., harassment, discrimination, retaliation).

To ensure that the use of our electronic communication systems is consistent with MCFD1's policies and business interests, we reserve the right to monitor the use of such equipment and to access, review, copy, modify, delete, or disclose information transmitted through or stored in the system, including e-mail messages, as we deem appropriate. Consequently, employees using MCFD1's electronic communication systems should have no expectation of privacy in connection with the use of this equipment or with transmission, use or storage of information in the equipment, including stored e-mail or voice mail messages.

Employees should also be aware that all information on electronic office equipment, network storage devices, or personal computers is a public record if the content of the information would be a public record in any other format. As such, it is subject to disclosure under the public records law.

### **B. SECURITY**

MCFD1 has a responsibility to ensure that all information stored on MCFD1 electronic office equipment, personal computers, including cell phones, mobile data computers, PDAs and network systems are appropriately secure. All employees authorized by MCFD1 to access its equipment and systems share in this responsibility and must use information from these systems only for its intended purpose, and by maintaining the confidentiality, integrity, and availability of the information.

### **C. USE OF MCFD1 EQUIPMENT AND IDENTITY**

Only authorized users may access the Internet on MCFD1-owned systems and equipment. A computer, workstation or other computer-related equipment, including MDC's may be assigned to an employee or apparatus for MCFD1's business purposes. Employees are not permitted to perform any unauthorized upgrades, modification, or repairs to any computer, workstation or other equipment assigned to them, unless authorized to do so by the MCFD1 IT personnel. You must contact your supervisor to request upgrades or additional equipment. Contact the MCFD1 IT personnel to request support for problems that may result in troubleshooting or repairs.

Due to the risk of computer virus infection, no employee is allowed to download any files to any machine or disk without employing the current virus scanning procedures established by the MCFD1 IT personnel.

Further, MCFD1's name and property (including all uniforms, equipment and other property with MCFD1 logos) should not be used in external communication forums such as chat rooms without prior written authorization from the Fire Chief or his designee. Employees are not permitted to mail, upload, or broadcast any sort of information for personal gain, including but not limited to chain letters, sale of products, and/or searches of non-business related sites or any obscene or offensive material. Failure to follow this policy may be grounds for disciplinary action, up to and including immediate termination of employment. If you have any questions regarding this policy, please contact the Personnel Officer.

### **D. USE OF SOFTWARE LICENSED TO MCFD1**

When a computer or workstation is assigned to an employee for business purposes, that computer or workstation will contain software licensed to MCFD1. Employees should contact the MCFD1 IT personnel to request any changes to the standard software load, including upgrades, additions, or deletions. MCFD1 reserves the right to audit or remove at any time any software on any computer or workstation assigned to an employee.

Employees should not perform any action on any software licensed to MCFD1 that is in violation of a software license agreement. Similarly, employees should not perform any action in the use of any computer or work station that is in violation of a copyright law. To avoid violations, employees are prohibited from removing or making copies of our computer software under any circumstances.

### **E. USE OF SOFTWARE NOT LICENSED TO MCFD1**

Employees should not install, load or use without prior approval from MCFD1, any software and/or programs that are not licensed to MCFD1. Such software includes copies licensed personally to the employee, "shareware", "freeware", or product demonstration copies ("demos").

**F. CONFIDENTIAL INFORMATION**

Please be aware that a greater degree of caution is required when transmitting confidential and client information on the computer system. Confidential information may only be accessed and used as specifically required to perform your job duties. Confidential information should never be transmitted or forwarded to outside individuals or companies who are not authorized to receive that information, nor should such information be transmitted or forwarded to other employees at MCFD1 who do not need to know the information. Always use care in addressing e-mail messages and ensure that any mailing lists are current to avoid inadvertently sending confidential information to the wrong person.

**G. DISCIPLINE**

The use of a computer or electronic and telephonic communication systems to engage in any communications that are in violation of any MCFD1 policy or state or federal law, including but not limited to the transmission of defamatory, obscene, offensive or harassing messages, is strictly prohibited. We consider misuse of our computer, electronic, telephonic and e-mail systems to be a serious matter. Failure to follow this policy may be grounds for disciplinary action, up to and including immediate termination of employment. If you have any questions regarding this policy, please contact the Personnel Officer.

## **9. SAFETY**

Marion County Fire District's policy is to provide safe working conditions for all employees. We consider safety conditions and practices on MCFD1 premises to be the mutual obligation and responsibility of MCFD1 and its employees. We rely on our employees to work in a manner that does not produce injury to them, persons working with them, customers or the public. Employees are expected to demonstrate a positive attitude toward safety and good health and to show responsibility for their own well-being. Familiarize yourself with the rules of safety and form the habit of being safety-minded for yourself and your coworkers. The best safety measure is a thoughtful, safety-minded employee.

### **A. REPORTING INJURIES**

Work related injuries or illnesses must be reported to the supervisor and the on-duty Battalion Chief as soon as possible, and within 24 hours. This is essential. Even though a work related injury may appear to be of little consequence, it is important that it be reported in sufficient detail to establish a claim should complications follow. Generally, all injured workers must fill out a Preliminary Injury Report form, which must be immediately submitted to the on-duty Battalion Chief. Any employee whose injury requires evaluation by a medical facility or physician will be required to complete an 801 form and submit it to the Personnel Officer. All injuries are also logged in our OSHA-300 log. All employees are likewise, required to report any accident involving other persons or their property, or injuries to the public immediately. These accidents should be reported in sufficient detail to allow MCFD1 to respond. Employees are required to cooperate fully with all accident investigations.

### **B. REPORTING UNSAFE WORKING CONDITIONS AND PRACTICES**

It is the responsibility of all employees to report any unsafe working condition promptly. Reports should be made to your Supervisor. We encourage our employees to work with us to maintain safety by alerting us to potentially unsafe conditions. If you see an unsafe or dangerous working condition that you can easily correct (such as a cord lying across a walk way), you should fix the problem immediately. Also, if you see a coworker working in a manner that you feel is unsafe, we encourage you to courteously suggest a way to do the job more safely.

We also encourage employees to bring general concerns and recommendations for improving workplace safety to our attention. General concerns and recommendations can be made to the Personnel Officer or any member of the safety committee. Your concerns and recommendations will be welcomed and carefully considered by our safety committee.

### **C. RETALIATION**

It is important for all employees to understand that MCFD1 expects its employees to report all workplace accidents, injuries and unsafe working conditions and to participate in investigations.

We do not allow supervisors, managers or other employees to retaliate against employees who comply with our safety reporting policies. Employees should bring complaints of retaliation to the Fire Chief or his designee. These types of complaints will be promptly investigated and violators will be subject to appropriate disciplinary action, up to and including termination of employment.

**D. OPERATION OF EQUIPMENT**

Employees are strictly forbidden from driving or operating any equipment unless they have been pre-qualified and authorized by their supervisor to do so. An employee should not, under any circumstances, operate equipment or vehicles that they feel are not in safe operating condition. If an employee feels that such equipment or vehicle is not in a safe operating condition, they should notify their supervisor.

**E. USE OF SAFETY EQUIPMENT**

MCFD1 provides employees with a variety of protective safety equipment. Employees are required to use good judgment and wear proper safety gear at all times. If you have any concerns about deficiencies in the required protective equipment, you must report it to your supervisor immediately.

**F. PRANKS, HORSEPLAY AND HOUSEKEEPING**

It is the intent of MCFD1 to maintain a safe working environment and all personnel are expected to use good judgment and to make prudent choices when interacting with coworkers while on premises. Pranks, practical jokes or other horseplay shall take this intent into consideration. While MCFD1 acknowledges the close working and living environment of its personnel, and supports playful and positive interaction, any violation of individual rights will not be tolerated and the offending party may be subject to disciplinary action.

All work areas must be kept clean. Each employee is responsible for cleaning up any hazards they may create and correcting any unsafe condition or practice to the extent of their MCFD1. If any employee does not have MCFD1 to correct an unsafe condition or practice, they must report it to a management representative who has MCFD1 to see that it is corrected.

**G. SAFETY COMMITTEES**

MCFD1 has established a Safety Committee in accordance with OR-OSHA requirements. It is the goal of MCFD1 to maintain a workplace that is proactive in the prevention of workplace accidents and injuries.

**H. WORKPLACE VIOLENCE AND INTIMIDATION**

MCFD1 is committed to providing a workplace that is free of harassment, intimidation, threats of and actual violence. Such acts are absolutely unacceptable for MCFD1 employees and

representatives, and will not be tolerated. Employees who violate our workplace violence and intimidation policy will generally be subject to immediate termination of employment. In order to avoid misunderstandings, we have provided a list of behaviors, while not exclusive, to give you some examples of conduct that is prohibited:

1. Provoking, participating in or encouraging fights or other physical altercations.
2. Threatening the safety or well-being of another employee, volunteer, patient/citizen, or others you come into contact with through your job, whether direct, indirect, or implied.
3. Vandalizing MCFD1 property, patient/citizen property, or the property of other employees or volunteers.
4. Yelling, screaming, intimidating, name-calling, or other abusive or harassing outbursts of temper, particularly when directed at a coworker, volunteer, or patient/citizen.
5. Advocating or encouraging acts of violence toward others.
6. Being in possession of guns, weapons or explosives on MCFD1 property, including parking lots or in MCFD1 vehicles. Weapons are not permitted in cars parked on MCFD1 premises. This includes but is not limited to rifles during hunting season.
7. Brandishing any object in a threatening manner, that could reasonably be construed as a weapon or a threat of violence.
8. Distributing "hate" literature or engaging in other communications that advocate violence.
9. Engaging in bullying-type conduct. Bullying conduct generally includes repeated verbal and/or non-verbal conduct that is malicious, vindictive, cruel, or deliberately hurtful, etc. It also has the effect or purpose of threatening, embarrassing, humiliating, intimidating, insulting, offending or sabotaging / undermining another employee; and/or interfering with an employee's performance. Bullying does not include legitimate workplace disciplinary or other corrective action by your supervisor or MCFD1 management.
10. Engaging in any other conduct we consider menacing, threatening or violent.

All employees, volunteers, and others you come into contact with through your employment with MCFD1 should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

Reporting: Employees should immediately report incidents that involve violations of this policy through your chain of command. If you are in immediate fear for your safety or the safety of another person, call 911. Likewise, all suspicious individuals or activities should also be reported as soon as possible through your chain of command. MCFD1 encourages employees to bring their disputes or differences with other employees to the attention of your chain of command before the situation escalates into potential violence.

MCFD1 will promptly investigate all reports of violations of this policy. Investigations, including the identity of the person reporting, will be kept confidential to the extent we determine confidentiality can be maintained while allowing us to comply with our investigation obligations. Violators will be subject to discipline as we determine appropriate, up to and including immediate discharge. Retaliation against those who report incidents or provide

information in connection with an investigation will not be tolerated. Employees who engage in retaliation will be subject to immediate discharge.

## **I. BLOOD BORNE PATHOGENS**

Many employees perform services to citizens, which may require them to come into contact with bodily fluids such as blood or other potentially infectious materials. MCFD1 has developed a detailed exposure control plan that outlines the safeguards and procedures that all employees are expected to follow related to Blood Borne Pathogens. Our Blood Borne Pathogens Exposure Control Plan can be posted and available. In addition, MCFD1 conducts periodic training, at least annually on blood borne pathogens and exposure control. For more information or if you have questions about our plan or training opportunities, please see the Training Division.

## **10. DRUG AND ALCOHOL POLICY**

### **PURPOSE**

MCFD1 has a responsibility to its employees and the public to ensure safe working conditions and a productive workforce. The misuse of alcohol and other drugs can impair employee performance and jeopardize the safety of employees and the public. Therefore, MCFD1 has developed this policy to promote a safe and productive working environment and prevent accidents, injuries and property damage that may result from inappropriate drug and/or alcohol use.

As used in this policy, "drugs" include all controlled substances regulated under the federal Controlled Substances Act, and medication containing controlled substances, including "designer drugs" not approved for use by the U.S. Food and Drug Administration.

### **A. PROHIBITED CONDUCT**

The following conduct is strictly prohibited:

1. Buying, selling, distributing, transporting, possessing, using, manufacturing, consuming or using illegal drugs, including marijuana, or alcohol while on District property, in District vehicles or equipment, on any site where work is being performed, including but not limited to emergency scene response areas and training sites. Employees will not be considered to be in violation of this policy for proper, lawful possession and distributing/dispensing of controlled substances as required to perform their job duties.
2. Reporting to work or returning to duty under the influence of alcohol. For the purpose of this policy, an employee will be considered to be "under the influence of alcohol" if his/her blood or breath tests .02% BAC or higher. The District may also consider other evidence in determining whether an employee is "under the influence."

It is recognized that an employee may be called back to duty during normal off-duty hours. To ensure compliance with this Policy and safety standards, employees who have consumed alcoholic beverages within eight (8) hours of responding to the callback as well as employees who, for any reason, believe that responding to the callback would require them to return to duty "under the influence" are required to notify their supervisor upon being contacted for the callback and provide sufficient information to enable the supervisor to determine whether the employee should be excused from the callback. In such an event the employee waives his/her right to that work.

3. Reporting to work or returning to duty under the influence of drugs, including marijuana. An employee will be deemed to be "under the influence" of drugs and will be considered



to have tested "positive," if the employee's urine test indicates a presence of drugs as set forth in Section F - Safeguards and Testing Protocol, below. The District may also consider other evidence in determining whether an employee is "under the influence."

4. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense. All drug and alcohol-related arrests, convictions and plea bargaining agreements must be promptly reported to the Personnel Officer.
5. Failing to comply with District directives regarding enforcement of this Policy, including but not limited to refusing to immediately submit to required testing; giving false, diluted or altered samples; giving invalid (synthetic) urine samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by rehabilitation counselors or by the District pursuant to this Policy.

Employees who engage in any prohibited conduct will be subject to discharge.

## **B. MEDICAL MARIJUANA**

In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the "prohibited conduct" listed above will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act. Employees who have been prescribed marijuana for the treatment of a medical condition may contact the Personnel Officer to discuss whether there are other available options besides on-duty or off-duty use of marijuana that would allow the employee to perform his/her essential duties and comply with this Policy.

## **C. NOTIFICATION OF MEDICAL LIMITATIONS**

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. If a physician determines that an employee cannot safely perform his/her essential job duties, the employee must promptly disclose that information to the Personnel Officer. Medical verification of ability to safely perform job duties may be required before the employee is allowed to return to work. Failure to comply with these obligations may subject an employee to disciplinary action.

## **D. SEARCHES**

The District reserves the right to conduct searches of District equipment, vehicles and facilities for any reason. The District may also search all personal items (packages, bags, back packs, etc.) brought onto District property when the District has a reasonable suspicion to believe alcohol and/or other non-criminal evidence of a violation of this Policy may be

found in the item being searched. However, when the District believes that illegal drugs (including marijuana) will be found in the item being searched, the District will refer the matter to local law enforcement. In addition, all District property is subject to general access by coworkers, supervisors and managers. This policy is not intended to restrict such access and employees should understand that they do not have any expectation of privacy in any District property, including desks and vehicles.

The employee and/or an Association representative will be given the opportunity to be present during all such searches, unless their presence would compromise or unduly delay the search.

## E. TESTING

The District may require an employee to submit to blood or breathalyzer testing to detect alcohol or urine testing to detect drugs in the following circumstances:

1. **Pre-Employment Testing:** The final candidate who receives a job offer for any safety-sensitive position (including all fire protection, medical and other emergency response positions), including full-time, part-time and temporary status, will have the job offer conditioned on satisfactorily passing a drug test. The job offer will be rescinded for individuals with a positive drug test result. Also, current employees transferring from a non-safety sensitive function to a safety sensitive function will be required to submit to and pass a drug test with a verified negative result as a condition of the transfer/ job change. All applicants who are required to undergo testing must submit to such testing within a specified period from the time they are notified of their obligation to be tested
2. **Reasonable Suspicion Testing:** An employee may be required to immediately submit to blood, breathalyzer or urine testing whenever the District has a reasonable suspicion that the employee has reported to work or returned to duty under the influence of any alcohol or any controlled substances, including marijuana.

“Reasonable suspicion” will be based on articulated observations concerning the employee’s physical appearance, unusual behavior, speech, breath, or other reliable indicators that would cause a reasonable person to believe that an employee has reported to work or returned to duty with alcohol or drugs in his/her system. Whenever the District determines it is practicable, reasonable suspicion will be established by the observations of two or more members of the command staff. Although a work related accident or injury will not, in and of itself, be sufficient to constitute “reasonable suspicion,” the occurrence of an accident or injury may, in conjunction with other reliable indicators, be sufficient to support a reasonable suspicion for testing. Employees may, however, be asked to voluntarily consent to drug and/or alcohol testing following an accident or injury in order to eliminate questions or concerns about compliance.

3. **Individualized Suspicionless Testing:** The District may also require an employee who has requested assistance to address a drug and/or alcohol dependency or who has been

placed on a “Rehabilitation and Return to Work Agreement” to undergo rehabilitation assistance to submit to individualized, suspicionless testing not to exceed twenty-four (24) months from the date of their return to work as a condition of continued employment.

Urinalysis testing will be conducted for all types of drug testing. Breathalyzer or blood testing will be conducted for all types of alcohol testing.

4. Urinalysis, breathalyzer, or blood testing will be performed in the event of a motor vehicle accident involving District apparatus when there is personal injury or property damage as a result.

#### **F. TESTING SAFEGUARDS AND PROTOCOLS**

An employee will be considered to be "under the influence" of drugs if he/she tests positive for cocaine, methamphetamines, marijuana, opiates, phencyclidines, or amphetamines at the cutoff levels applicable under Department of Transportation (DOT) testing regulations. It is understood and agreed that in the event DOT testing levels are modified or new drugs are added to DOT testing requirements, this policy will automatically be adjusted to incorporate those new drugs and/or cutoff levels as positive test results.

All testing will be conducted at a laboratory certified by the DOT.

All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second confirmatory test from the same sample using GCMS or LCSM testing methodology and will be reviewed and confirmed by a Medical Review Officer (MRO) before the test result is reported as positive.

Test results will be reported to the Personnel Officer or his designee. Such results will be considered medical records and released only on an “as needed” basis.

An employee who tests positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result. The cost of the retest shall be borne by the employee, unless the retest shows the original positive result was in error.

The time spent by an employee in traveling to and from the collection site as well as time spent in testing must be reported and will be treated as hours worked for pay purposes.

The drug testing laboratories will be required to retain and store all confirmed positive specimens for a minimum of thirty (30) days from the date the employee receives notice of the positive test result. In the event the District is notified of a legal challenge within that time period, the laboratory will be required to preserve any specimens under legal challenge.

When the employee is being questioned regarding the conduct giving rise to a "reasonable suspicion", he/she may request the presence of an Association representative. However, the test may not be unduly delayed in order to wait for a representative. In the event the District reasonably believes that a delay may affect test results, the District may proceed with the testing. The employee may, however, decline to answer questions related to reasonable suspicion for testing if no Association representative is present.

All employees who are required to undergo testing must provide the testing laboratory with photo identification and fully cooperate with all testing requirements imposed by the laboratory, including but not limited to resubmission to testing within specified time periods in the event of a diluted sample.

1. Rules Applicable to Reasonable Suspicion and Individualized Suspicionless Testing -All employees who are required to undergo reasonable suspicion or individualized suspicionless testing must:
  - a. Immediately submit to testing;
  - b. Refrain from transporting themselves to or from the designated testing site. A supervisor or management employee will provide transportation to and from the testing laboratory and arrange for the employee to be driven home;
  - c. Refrain from drinking liquids between the time of the notification that testing will be required and the time the testing is completed.

## G. CONSEQUENCES OF TEST RESULTS

1. Employees who Report Dependencies and Seek Assistance *before* Committing a Policy Violation – Rehabilitation

The District encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to the Personnel Officer and seeks assistance before being requested to submit to testing and before dependency problems result in unsatisfactory performance, attendance, violations of safety or violation of this Policy, that employee will be placed on a leave of absence and/or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees he/she:

- a. Has been evaluated by a Substance Abuse Professional (SAP);
- b. If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and

- c. Has a verified negative drug or alcohol test (as applicable).

Moreover, in order to return to work, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Rehabilitation and Return to Work Agreement required by the District. Any employee who violates the terms of the Agreement is subject to immediate termination.

During the time an employee is off work undergoing rehabilitation an employee may draw their unused, accumulated sick leave, followed by vacation pay and other paid leave banks. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard contributions for the period they are on paid leave. Thereafter, employees may self-pay the insurance premium pursuant to COBRA.

2. Employees who Report Dependencies and Seek Treatment *after* Committing a Policy Violation.

Employees who claim drug or alcohol dependencies after violating this Policy are subject to discharge, irrespective of such dependencies. Similarly, employees who claim drug or alcohol dependencies caused substandard performance or other violations of safety or other standards after violating those standards are subject to appropriate disciplinary action, irrespective of such dependencies.

The District may, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth in a Last Chance Rehabilitation and Return to Work Agreement drafted by the District. The District will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigate against discharge.

It is understood and agreed that the references to discipline and discharge set forth in this Policy and any Rehabilitation and Return to Work Agreements are not intended to supersede "just cause" requirements. The District continues to be bound by principles of "just cause," as well as due process obligations.

- H. The District agrees to indemnify, defend and hold the Association harmless from any and all claims filed against the Association which arise solely out of the District's acts, errors or omissions in the enforcement of tests and searches conducted pursuant to this Policy, provided, however, that the District shall have no such obligation with respect to claims for which the District would be immune if brought directly against the District; claims for which notice is not given within the time prescribed by ORS 31.275 and claims to the extent they exceed the limits established by law.

## **11. STANDARDS OF CONDUCT AND DISCIPLINE**

The conduct of MCFD1 employees affects MCFD1's ability to serve its citizens as well as the public's impression of MCFD1. Further, MCFD1 believes that most employees prefer to work in an environment in which serious or repeated violations of its conduct standards are not permitted. With that in mind, MCFD1 has developed the rules in this manual, which, together with observing all other proper standards of conduct, all employees are required to follow.

### **A. PROGRESSIVE DISCIPLINE**

*Except as specifically provided otherwise in a current collective bargaining agreement covering your employment or current civil service rules applicable to your employment, all employees are employed on an "at-will" basis regardless of their employment status or classification. Aside from MCFD1's right and your right to terminate our employment relationship at any time, MCFD1 may issue verbal or written warnings, suspend, demote, or take other disciplinary action against employees as it determines appropriate to the circumstances.*

To avoid misunderstandings, MCFD1 has grouped examples of unacceptable conduct into two (2) basic categories: Minor and major infractions. When MCFD1 believes that a regular employee has committed a minor infraction of our policies/standards, the employee will generally be issued a verbal and/or written warning prior to discipline or termination of employment. Probationary and temporary employees will not generally be given a written warning prior to termination. When we feel an employee has committed a major infraction, that employee is subject to immediate suspension or discharge.

However, all employees should understand that progressive discipline is not guaranteed. Rather, each situation will be evaluated according to the circumstances involved, and the type of discipline administered may vary from that listed in each group based upon MCFD1's determination of the seriousness of the offense. Also, warnings for different minor infractions may be combined to determine the type and severity of discipline administered. An employee's overall record may be considered in determining the appropriate degree of discipline to be imposed in a particular case. MCFD1 will determine what the facts are, whether discipline is warranted, how serious the violation is, and what level of discipline is appropriate.

If you feel you have been unfairly disciplined or discharged, we encourage you to utilize the "Grievance and Complaint Procedures" in Section 12 of this Manual.

### **B. MINOR INFRACTIONS**

These types of infractions include, but are not limited to, the following:

- Unsatisfactory attendance, including unauthorized or excessive absenteeism, tardiness,

failure to properly notify MCFD1 of an intended absence or tardiness or failure to comply with other reporting policies.

- Careless, inaccurate, unreliable, or otherwise unsatisfactory work performance or productivity.
- Interfering with or impeding any employee's work by talking or creating other distractions.
- Performing other than MCFD1 work during work hours.
- Failure to follow safe working practices. (Note: When MCFD1 determines that an employee has committed a serious safety violation, that employee is subject to immediate suspension or discharge).
- Using or displaying MCFD1 property for personal use without advance approval
- Violating any MCFD1 policy or practice which is presently in effect or subsequently issued.
- Any other conduct which is, in the view of MCFD1, serious enough to justify discipline.

### **C. MAJOR INFRACTIONS**

These types of infractions include, but are not limited to, the following:

- Insubordination, including failure to follow any legal verbal or written job instructions issued by a person in the position of MCFD1 as determined by MCFD1
- Threatening, intimidating, coercing or assaulting another employee, volunteer, supervisor, member of the public, or business associate;
- Provoking or instigating arguments, dissension or fights during working hours or on MCFD1 premises or engaging in horseplay which results in injury or property damage;
- Violation of the workplace violence policy, including but not limited to possession of weapons, firearms or explosives on MCFD1 premises;
- Dishonesty of any kind, including but not limited to theft, falsifying any reports or records, such as applications, absence and sickness reports, time records, accident reports, or patient records;
- Discriminatory behavior or harassment of a racial, age, ethnic, sexual, sexual orientation, disability related, or religious nature or based on any other protected category or activity which, in our view, is not serious enough to justify immediate discharge.
- Deliberately delaying or limiting work tasks, or inciting others to delay or limit work tasks;
- Any careless or deliberate act of destroying, or damaging MCFD1 property, tools or equipment, or the property of others on MCFD1 premises or while on MCFD1 business;
- Committing repeated or serious violations of safety rules or safe working habits which MCFD1 determines to be repeated or serious;
- Engaging in discriminatory behavior or harassment which MCFD1 determines to be serious enough to justify immediate discharge;
- Violation of the Drug and Alcohol Policy;
- Violation of our ethical practices policies;
- Conviction of criminal activity that interferes with the employee's ability to perform their duties or MCFD1's ability to maintain the public trust;

- Violating any other MCFD1 policy presently in effect or subsequently issued which MCFD1 determines is serious enough to justify immediate discharge; and,
- Any other conduct that is, in the view of MCFD1, serious enough to justify discharge or suspension.

#### **D. OTHER CONDUCT**

We believe these rules are clear and require little explanation. However, if you have any questions concerning the application or intent of these rules, please consult your supervisor, the Personnel Officer or the Fire Chief. Obviously, rules cannot be listed to cover every situation. The above lists are intended to give you examples of some of the types of conduct that will lead MCFD1 to exercise its termination options. Conduct not specifically mentioned will be disciplined according to the standards followed for what we feel is the most equivalent type of conduct listed.

#### **E. REMOVAL OF DISCIPLINE FROM YOUR FILE**

Verbal warnings shall be placed in the personnel file for a period not exceeding twelve (12) months and written warnings shall be placed in the personnel file for a period not exceeding twenty-four (24) months, provided no further violations or deficiencies occur during such periods. If no further violations or deficiencies occur during the above times, the warning shall be removed from the personnel file.

The number and age of prior discipline will be considered in determining the level and severity of any future discipline. You should also understand that in the event that any evaluation, warning, or reprimand is removed from your personnel file, it will be retained and placed in a working file maintained by the Personnel Officer. While such documents will generally not be used for further discipline, MCFD1 may use the documents in any arbitration, civil service or other legal proceeding as it determines appropriate.

#### **F. DISCHARGE PROCEDURES**

Generally, when MCFD1 believes that discharge (or disciplinary suspension without pay, demotion or disciplinary pay reduction) of a promoted probationary or regular employee is appropriate, the Fire Chief, his designee and/or the employee's supervisor will meet with the employee to discuss the facts and contemplated disciplinary action. Employees will generally be given advance notice of the allegations and contemplated discipline prior to the conference. At the conference, employees will be given an opportunity to explain their conduct, refute the allegations, or provide any additional information they would like MCFD1 to consider before a final disciplinary decision is made. Alternatively, employees may be permitted to submit written information for MCFD1 to consider. Initial probationary employees and temporary employees will generally not be given pre-discharge, etc. conferences.



## **12. GRIEVANCE AND COMPLAINT PROCEDURES**

MCFD1 recognizes that in any workplace relationship, disagreements and problems may develop. A satisfactory solution to employee problems will generally not occur if the employee merely discusses the problem with coworkers, family or friends. MCFD1 can only deal effectively with problems or complaints of which it is made aware. As a result, it is MCFD1's policy to provide its employees with an orderly process through which they may have their workplace problems and complaints considered fairly and rapidly.

### **A. OPEN DOOR POLICY**

MCFD1's management, including supervisors, the Personnel Officer and Fire Chief maintain an Open-Door policy and encourage employees to contact them at any time if they have any workplace questions or concerns. MCFD1 cannot guarantee that an employee's point of view will prevail. However, MCFD1 management is committed to listening and making every effort to ensure that problems are resolved fairly and in the public interest.

### **B. COMPLAINT PROCEDURE**

In addition to maintaining an open door policy, MCFD1 has also established the following complaint procedures which may be used by employees who have workplace concerns. Except as provided below, this policy may be used for general non-disciplinary workplace concerns as well as to appeal disciplinary decisions.

*Please note: Bargaining Unit Employees who have concerns regarding disciplinary action or other potential violations of the collective bargaining agreement must use the grievance procedure found in the collective bargaining agreement and not this Complaint Procedure. Likewise, non-union promoted probationary and regular employees in civil service positions who want to appeal demotion, disciplinary reductions in pay, disciplinary suspensions or discharge must follow the appeal procedures outlined in MCFD1's current Civil Service Rules and not this Complaint procedure.*

*Also, any employee who has a concern about discrimination, harassment or retaliation should follow the reporting methods described on page 3 of this Manual and need not comply with the time limits and requirements found in this Complaint Procedure. Likewise employees who have concerns regarding retaliation for raising ethical concerns, safety concerns or reporting workplace injuries and accidents should follow the reporting methods outlined in those sections of this Manual and not this Complaint Procedure.*

#### **1. Step 1: Supervisor**

Discuss the matter with your immediate supervisor as soon as possible after the event prompting the complaint. Your supervisor will review your problem and attempt to

resolve the complaint as quickly as possible, generally within ten (10) work days of the complaint. If your concern involves your supervisor, and you are uncomfortable, you can proceed directly to step 2.

## **2. Step 2: Chain of Command**

Employees who are not satisfied after receiving their supervisor's decision may appeal that decision to their Department Head or the next person in their chain of command with a copy to the Personnel Officer. Appeals should be made as soon as possible but no later than three (3) work days after your supervisor's response. Appeals must be made in writing and must include a statement outlining your complaint, all relevant documents and other information you want the Department Head (or next person in your chain of command) to consider, the results of the discussion with your supervisor and your proposed resolution to the problem. The Department Head (or next person in your chain of command) will review the complaint and available information, may meet with the employee and/or the supervisor, to attempt to resolve the matter. The Department Head (or next person in your chain of command) will generally respond within ten (10) work days.

## **3. Step 3: Fire Chief**

Employees who are not satisfied with the results of the Step 2 appeal may file an appeal in writing to the Fire Chief. Appeals to the Fire Chief must be made within five (5) work days of receipt of the Step 2 decision. Appeals to the Fire Chief must be in writing and must set forth the grounds upon which the complaint is based and the reasons why the employee considered the decision rendered at Step 2 to be unacceptable. Copies of the decision (if written) and statement of reasons from Step 2 above must be filed with the appeal. The Fire Chief may meet with the employee, the supervisor, and/or the Department Head/Chain of Command, or conduct any other investigation as the Fire Chief determines appropriate. If the appeal relates to disciplinary action, the Fire Chief will generally provide a written decision. The Fire Chief's decision is final.

## **13. LEAVING MCFD1 EMPLOYMENT**

### **A. VOLUNTARY RESIGNATIONS**

Employees may resign at will, at any time. However, in order to resign your employment in good standing, you must submit a written letter of resignation to your Supervisor or the Fire Chief at least ten working days before your intended final day of employment/service. Please note: failure to resign in good standing may affect your future employment eligibility with MCFD1. Therefore, MCFD1 encourages you to plan ahead for anticipated resignations.

### **B. LAYOFFS**

*\*Employees who are covered by a current CBA should refer to the CBA for applicable layoff and recall provisions.*

Changes in MCFD1's funding and operations may affect employment needs. In the event MCFD1 decides that it is necessary to make employment layoffs, the decision of individuals to be laid off will be made by MCFD1 based on our evaluation of the comparative work performance of the employees affected, as well as the skills and abilities of those employees to perform the work remaining. In the event we feel the performance, skills and abilities of the employees we are considering for layoff are relatively equal; employees will generally be laid off in the following order:

1. Temporary and on-call employees,
2. Probationary employees,
3. Part-time employees,
4. Full-time employees

Employees may be reduced in hours in lieu of layoff at MCFD1's discretion as it determines appropriate to its operating requirements. Employees who are laid off do not have bumping rights. In the event that MCFD1 determines positions can be reinstated, laid off employees will be recalled based on MCFD1's evaluation of the former employee's skills and ability to perform the available work. In the event that MCFD1 feels that the performance, skills and abilities of the employees we are considering for recall are relatively equal, employees will generally be recalled in inverse order of layoff. Laid off employees are eligible for recall for up to 12 months following their date of layoff. Failure to respond to a recall notice within five (5) business days from the date of post mark will be considered a rejection of the recall notice and you will be removed from consideration for recall.

### **C. DISCHARGES/TERMINATIONS**

*Except as specifically provided otherwise in a current collective bargaining agreement covering your employment or current civil service rules applicable to your employment, employment with*

the Marion County Fire District can be terminated by MCFD1 or the employee at any time for any reason not prohibited by law. For more information on examples of the conduct that may cause MCFD1 to exercise its option and MCFD1's procedures for discipline and discharge, please review the policies contained in this Manual.

**D. FINAL PAYCHECKS**

Your final paycheck will include all amounts owed to you for work performed through your last day of employment as well as any earned and unused vacation benefits. Your check will be made available at your exit interview, or mailed to you upon your request. If you are discharged or laid off by MCFD1, your final paycheck will be available by the end of the next business day following your termination. If you voluntarily resign your employment with at least 48 hours advance notice, your final paycheck will be available on your last day of work or on the next business day if your last day falls on a Saturday, Sunday or holiday. If you voluntarily resign your employment and fail to provide at least 48 hours notice, your final paycheck will be available within 5 days of your termination or on the next payday, whichever comes first.

**E. RETURN OF PROPERTY**

All MCFD1 property in your possession, including uniforms, personal protective equipment, keys, radios, etc. must be returned on or before your last day of employment.

**F. REFERENCES**

Employees who leave MCFD1 employment will be given the option of authorizing MCFD1 to release information regarding their work performance, attendance, interpersonal relations, etc. or information limited to their length of employment, position and pay rate. When employees leave our employment without giving written authorization to release more detailed information we will, as a general practice, release only information about their length of employment, position and pay rate. All reference requests must be directed to the Personnel Officer for response.

**14. PERSONNEL POLICY MANUAL  
ACKNOWLEDGEMENT OF RECEIPT**

I acknowledge that a copy of Marion County Fire District's Personnel Policy Manual has been made available to me and that I have had the opportunity to review it. I understand that *except as expressly provided otherwise in an applicable collective bargaining agreement covering my employment or MCFD1's current civil service rules applicable to my employment*, that my employment is covered by this Manual.

I understand that Marion County Fire District reserves all rights necessary for the efficient and orderly management of its operations and that this Manual is intended to be a guideline to its practices, not a contract for continued employment or benefits. I recognize that it may become necessary for MCFD1 to change this Manual, its policies and practices, and to change or discontinue any benefits from time to time as subject to the Collective Bargaining Agreement, and as it determines appropriate to the management of its operations. I also understand that, *unless expressly provided otherwise in an applicable collective bargaining agreement covering my employment or current civil service rules applicable to my employment*, my employment with MCFD1 is on an At-Will basis.

I also understand that no one other than the Fire Chief (or the Board of Directors if the agreement relates to the Fire Chief) has any authority to enter into any agreement for employment for any specified period of time, to assure me of any future position, benefits, or terms or conditions of employment, or to make any promises contrary or in addition to this Manual. I further understand that any past or future written or verbal statements contrary or in addition to the guidelines outlined in this Manual must be approved in a writing signed by the Fire Chief (or by the Board of Directors if the change relates to the Fire Chief) in order to be valid.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (Print Name)