

SPOKANE COUNTY FIRE DISTRICT 8



Member Handbook

3-1-2009

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Introduction (3-1-09)

About our Policies

This handbook contains general statements of personnel policy for your information. It applies to all members, both management and non-management, regardless of when you joined. We hope you will find it useful. Please read it carefully and keep it handy for future reference.

As you understand, we all must be able to respond flexibly in changing circumstances as they arise. **Therefore, this handbook contains guidelines for management, not promises of specific treatment in specific situations.**

All decisions regarding the application or interpretation of our policies and practices will be made in accordance with the best interest of the District. The employer reserves the right, at its sole and absolute discretion, to change, replace, or revoke any of the policies, guidelines or benefits in the handbook, after soliciting input from the membership, at any time.

The handbook is not:

- Intended to address or resolve all issues that may arise during the course of employment
- A contract, does not create any contractual obligations, and does not promise specific treatment in any specific situation
- A promise of employment for a specific term

This handbook supersedes all previous policies, agreement and representation, oral or written, on the subjects covered. **In the event of any conflict with this handbook, the provisions of a collective bargaining agreement with our duly established/recognized bargaining unit prevails over these policies.**

Membership

The District hopes you will have a productive and rewarding tenure with the District. Your employment/membership with us is governed by this Handbook and other District policies. There is not a promise of permanent employment, or employment for any particular length of time, or of a right to any particular corrective action or discharge procedures. Your employment is at-will. The only time a specific promise is applicable is in a written employment agreement signed by Spokane County Fire District 8's Board of Fire Commissioners (BoFC).

No one except Spokane County Fire District 8's BoFC has authority to bind us to policies or agreements that conflict with our employment policies. Work agreements or collective bargaining agreement must be signed and approved by Spokane County Fire District 8's BoFC.

Chain of Command

Spokane County Fire District 8 utilizes an organizational structure with a pathway of responsibility from the lowest level to the highest level, and vice versa. This structure is better known as the Chain of Command. The pathway, however, is more than a substructure with names and titles, but represents a method of communication and decision-making that connects and unifies each part of the organization.

Within this structure, the member's first-level supervisor is the connecting link to the upper levels of authority in the responsibility chain. When utilized appropriately, information and activities are reported to and received from the member's first-level supervisor; when first-level reporting is not done a duplication of effort, misunderstanding, rumor or conflict may occur. Members are strongly encouraged to support this structure by reporting primarily to their assigned first-level supervisor. This enables effective upward and downward communication and ensures that clear direction and messages are provided and understood.

Under the following circumstances, however, it may be necessary to report directly to or follow the direction of another supervisor without consulting a first-level supervisor when:

- Safety and health may be endangered
- The member is functioning under the authority of another supervisor for a specific task or project, or for a specified period of time
- The first-level supervisor is part of a problem with which the member is seeking assistance

Equal Employment Policies

Equal Employment Opportunity

Spokane County Fire District 8 is an equal opportunity employer. The District complies with all applicable federal, state, and local laws that prohibit discrimination in employment. No person or member, no matter his or her title or position, has the authority, expressed, actual, apparent or implied, to discriminate against another member of Spokane County Fire District 8. This policy applies while on the job or during any District-related activity.

Spokane County Fire District 8 will administer and conduct all personnel procedures including compensation, benefits, discipline, training, recreational and social activities, and safety and health programs without regard to any legally protected status. Spokane County Fire District 8 will make all recruitment, placement, selection, training and layoff decisions based solely on job-related qualifications and abilities.

Members with Disabilities

We fully comply with our responsibility to provide, under the Americans with Disabilities Act, reasonable accommodations to allow people with disabilities to apply for and perform their jobs. If you have a disability that affects your job performance you must let us know as soon as possible. We will then discuss with you the reasonable accommodations we may be able to provide to enable you to perform the essential functions of your job. If you become unable to perform the essential functions of your job, even with a reasonable accommodation, we will assist you in identifying and applying for other jobs in our District that become available and for which you are qualified.

Harassment and Discrimination – No Tolerance Policy

Spokane County Fire District 8 expects members to foster a professional and congenial work environment. Accordingly, all members are expected to treat one another with courtesy, consideration and professionalism. The District prohibits any form of unlawful harassment or discrimination in the workplace. Harassment or discrimination based on an individual's sex, race, color, national origin, religion, age, marital status, sexual orientation, physical or mental disability, or any other characteristic protected by local, State, or federal law is prohibited by this policy and will not be tolerated. Conduct that demonstrates mutual respect is expected of all members in the workplace. Retaliation against any person who complains of harassment or discrimination in good faith, or who participates in an investigation, is also prohibited. This policy also applies to any District-sponsored activity, party, trip or program.

Sexual harassment is one form of unlawful harassment. Sexual harassment can be, but does not have to be, "sexual" in nature. Rather, sexual harassment is harassment that would not occur but for the gender of the person to whom it is directed. Sexual harassment may include requiring a person's submission to, or rejection of, sexual advances. Sexual harassment may also include a sexually abusive, intimidating, hostile, or offensive work environment that alters the terms and conditions of a person's job. Other conduct that is not sexual in nature but will not be tolerated includes derogatory slurs, remarks, jokes or inappropriate conduct about an individual's race, national origin, religion, age, marital status, physical or mental disability, sexual orientation or any other characteristic protected by federal, state or local law.

Some examples of the conduct the District prohibits includes, but is not limited to:

- Epithets, slurs, negative stereotyping or threatening, intimidating, or hostile acts because of a member's sex, race, national origin, religion, age, marital status, physical or mental disability, sexual orientation or any other characteristic protected by federal, state or local law.
- Written or graphic material displayed or circulated in our workplace that denigrates or shows hostility or aversion toward an individual or group because of the member or group's sex, race, national origin, religion, age, marital status, physical or mental disability, sexual orientation or any other characteristic protected by federal, state or local law.
- Express or implied offers of any business related (i.e. raises or promotions) or non-business related benefits (i.e. gifts or trips) in exchange for sexual favors.
- Display or use of inappropriate material such as pornographic or sexually explicit posters, calendars, graffiti or objects;
- Sexual comments or conduct, including, but not limited to, innuendos regarding sex, sexual jokes, sexual gestures, inappropriate sexual e-mail or voicemail messages, leering or stalking;
- Unwelcome physical conduct that is sexual in nature, including, but not limited to touching, pinching, patting, brushing, massaging someone's neck or shoulders and/or pulling against another's body or clothes; and

- Physical assaults on other members, including but not limited to rape, sexual battery, molestation, or any attempt to commit such acts.

These are only examples, and not a complete list, of conduct that is prohibited by the District.

Reporting Harassment and Discrimination of Any Type

1. Any member who believes that he or she has been subjected to objectionable conduct prohibited by this policy is encouraged (but not required) to let the offending person know immediately and firmly that the behavior is offensive.

2. Any employee who believes that he or she has been subjected to objectionable conduct prohibited by this policy must report it immediately to one of the following individuals: their supervisor, the Fire Chief or the Human Resources Manager.

3. Each reported incident of unlawful harassment will be investigated. Although the District cannot guarantee confidentiality, reasonable efforts will be made to disclose information only as needed to investigate and resolve a complaint. If it is determined that a complaint is valid, appropriate remedial action will be taken promptly. When appropriate, the employee will be informed that remedial action has been taken but may not be told information that the District deems to be confidential.

4. Individuals reporting complaints or providing information in good faith in connection with an investigation will not be retaliated against for their participation in this procedure. Anyone who believes in good faith that they are being retaliated against for reporting complaints under this policy or providing information in connection with an investigation under this policy must report his or her complaint(s) to the Fire Chief or the Human Resources Manager.

Supervisors and/or managers must report any incidents, or reports of incidents, of harassment, discrimination or retaliation to one of the following individuals: the Fire Chief or the Human Resources Manager.

Any member, including any supervisor and/or manager, found to have engaged in conduct in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

If any member expresses concern that your behavior may have violated this policy, please respect his/her concerns. Regardless of your intent, how others interpret your behavior is important.

This policy is not meant to interfere with or discourage friendships among members; however, members must be sensitive to acts or conduct that may be considered offensive by others. Because of the potential for miscommunication, misunderstandings and conflicts of interests, the District prohibits managers or supervisors to date those they

supervise. This policy applies to all members who have the authority to supervise, appoint, remove, or discipline another member, or who are responsible for auditing the work of another member. Any member found to be in violation of this policy will be subject to discipline, up to and including termination of employment.

Access to District Spaces

District premises are intended solely for business purposes, and all areas on our premises are District property. The District reserves the right to have access to all areas on our premises. This includes areas that are assigned to individual members, such as desks and lockers. Items that you consider to be private and confidential should not be brought onto our premises. Property occupied as living quarters is subject to the provisions of the Resident agreement.

Recruitment and Selection

The Human Resource Division Manager is responsible for Human Resources administration. Decisions on hiring, pay and benefits, promotions, demotion, transfer and separation from employment go into effect after approved in writing by the Fire Chief.

Member Eligibility

Within five business days of hire or re-hire, all new members are required to present documentation sufficient to establish their identity and eligibility to work in the United States, and to sign INS Form I-9.

Members must be a minimum of 18 years of age and be a high school graduate or equivalent at time of application. There is no maximum age limitation for membership.

Employment of Relatives

The District does not discriminate in employment decisions or policies in violation of law on the basis of marital status. The District permits the employment of qualified spouses, domestic living partners and relatives of current employees unless it is concluded the employment would place one or both of the relatives in a situation of actual or reasonably foreseeable conflict between their interests and ours, such as if one relative would have the authority or practical power to supervise, appoint, remove, or discipline the other, or one relative would be responsible for auditing the work of the other. "Relatives" are spouses, children, parents, siblings, grandparents, grandchildren, aunts, uncles, first cousins, and corresponding in-law or "step" relations.

This policy applies to employees who marry while employed with the District. No employee will be discharged due to a conflict of interest because he or she has married another employee, unless the conflict cannot be resolved by transferring one or both employees. If the conflict cannot be resolved by a transfer, the spouses, not Spokane County Fire District 8, will decide which spouse will remain employed by the District.

The District will not employ relatives and domestic living partners of policy level officers, customers, contractors, vendors, regulatory agencies and others with who have dealings with the District when that employment would create the reality or appearance of improper influence or favor, or jeopardize confidential information.

See also "Dating Supervisors or Managers" under Standards of Conduct.

Background Checks

In considering an applicant, the District will conduct an investigation of the applicant's background. The investigation may include, but is not necessarily limited to, inquiries into the applicant's references, driving record, and conviction record. An applicant will not be denied employment solely on the basis of a poor credit history, and will not be denied employment for having filed bankruptcy. A conviction record may, but will not automatically, bar an applicant from membership.

Any investigation of an applicant's conviction record will be restricted to specified convictions reasonably related to fitness to perform the particular job being applied for, unless it is determined that it is not practicable to inquire only about specified convictions. Generally, the only convictions that will be considered are those for which the date of the conviction or prison release, whichever is most recent, is within seven years of the date of the job application. Exceptions include crimes of moral turpitude or certain crimes against the vulnerable population.

Transfer and Promotion; Job Postings

The District encourages members to apply for any vacancy in which they have an interest and for which they may be qualified. Generally, most positions available at Spokane County Fire District 8 will be posted internally. Exceptions to posting will be determined by the Fire Chief.

Members interested in a transfer or promotion to an area in which there are not current openings are encouraged to discuss their interest with their manager or the manager responsible for the area in which they are interested.

Transfers must take into account staffing needs in the member's current area, and will be granted only when determined to be in the District's best overall interest.

Unsuccessful candidates will be notified when they are not offered a position.

Volunteer, Resident, and Temporary-hourly members who wish to transfer to a full-time paid or Temporary-hourly position will be required to participate in the competitive examination process. Current members of the District who have completed 1 year of service to the District will be given preference points as provided by the following chart:

Temporary Hourly/Resident Members:

- *Completion of all 4 (four) station area initial training and certifications: 3 pts.
- *Completion of 1-2 years of service to the District at time of application: 1 pt.
- *Completion of 3 or more years of service to the District at time of application: 1 pt.

Volunteer Members:

- *Completion of assigned station area initial training and certifications: 2 pts.
- *Attended required minimum annual training for previous 12 months: 1 pt.
- *Completion of 1-2 years of service to the District at time of application: 1 pt.
- *Completion of 3 or more years of service to the District at time of application: 1 pt.

On the Job

Member Classifications

- Regular Full-time Members - Regular full-time members are both FLSA non-exempt members who are regularly scheduled to work at least 40 hours per week and salaried FLSA exempt members. In general, regular full-time members are eligible for the benefits outlined in this handbook; subject to the other eligibility rules described in our benefit policies and plans.
- Part-time Members – A part-time member is a member who is generally scheduled to work less than 40 hours per week.
- Temporary Member – A member hired to work intermittently, for a special project or assignment or hired to work for a period not to exceed 2 years and generally assigned a schedule of 40 hours or less per week. These members are eligible for some mandatory benefits only and receive no leave accruals.
- Volunteer Member-A member who donates their time and talent to the agency through volunteering. Members are reimbursed through a points or shift assignment process. Volunteer members are eligible for some mandatory benefits and other benefits as provided by the District.

Work Hours

- Business Hours – Normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, except on holidays as listed in this document. The times you work may or may not be the same as our normal business hours, depending on your position and the business needs of the District, and may be modified by your manager.
- Lunch Periods and Breaks – Non-union members are entitled to an unpaid half-hour lunch period approximately mid-way through the workday, and may take a paid fifteen minute break every four hours, unless your job allows you to take equivalent intermittent rest periods. Shift members will be offered reasonable opportunities for meals and breaks.
- Flextime – Although most members work normal business hours, your manager may authorize you to work on a flexible time schedule to accommodate ride-sharing, daycare and other personal needs. Any request for a modified schedule should be made to your supervisor and approved by the Manager, in consultation with the Fire Chief. Because all schedules are job driven and flextime is not a standard practice, the District may not be able to provide you with the schedule you request.
- Compensatory Time - Compensatory time off may be pre-approved by your supervisor in lieu of overtime pay for irregular or occasional overtime work when approved by your supervisor. Compensatory time off is earned at 1 ½ your regular rate of pay and may be accrued up to a maximum of 24 hours. Any compensatory time remaining at year's end will be paid at the overtime rate as compensatory time cannot be carried over to the next year.

- Training Compensatory Time - Members required by the district to attend training, not during regularly scheduled work hours, will be compensated at 1 ½ your regular rate of pay during the actual training time. The District appreciates members who strive for increased knowledge and education but will not be compensated for voluntary training time beyond their regularly scheduled work hours.
- Inclement Weather – The District is an emergency services provider and must be available to provide services at all times and in all conditions. You are expected to report to work when scheduled. If you are not able to report to work as scheduled because of bad weather, you should advise your supervisor as soon as possible. Non-exempt members who do not report to work will not be compensated for time missed, but may use accrued annual leave or compensatory time to compensate for time lost.

Job Descriptions

The District generally maintains a job description for each position that describes the qualifications for the position and the essential functions of the job. The appropriate manager is responsible for periodically updating these job descriptions and submitting them to the Human Resource Division Manager. Job descriptions must be approved by the Fire Chief. The District reserves the right to modify the job description for any position or member at any time, at our discretion, based on the needs of the District. Impacts of the change in job descriptions for members of a collective bargaining unit shall be negotiated.

Life Threatening or Terminal Illness

The District recognizes that members with life-threatening illnesses, including but not limited to cancer, heart disease, HIV and AIDS, may wish to engage in as many of their normal pursuits as their condition allows, including work. As long as these members are able to perform their jobs and medical evidence indicates that their continued presence in the workplace is not a threat to themselves or to others, it is our policy that their employment not be affected by their illness. Moreover, the District will fully comply with its duty to provide reasonable accommodations to allow people with disabilities to perform their jobs. We expect all members to be sensitive to and accommodating of the needs of co-workers with life-threatening illnesses.

Evaluations

Spokane County Fire District 8's performance evaluation process is designed to provide routine dialogue between the manager, supervisor, and member in an attempt to provide positive reinforcement for positive work habits and behaviors as well as feedback on work habits and behaviors that may require modification.

Evaluations are generally conducted during and at or before the end of the training period. Additional evaluations, which may be formal or informal, should be performed on a regular and routine basis.

The evaluation is part of the member's personnel record and may be a factor in determining the member's conversion to regular status, or whether the member is to be promoted, transferred, demoted, laid off, or terminated. Evaluations are a valuable tool for the District and member to understand, promote, and facilitate professional development for each member and enhance our service to the community.

Step pay increases for members are not automatic on the member's anniversary date and are based on satisfactory performance.

Personnel Records

Important events in each member's history with the district shall be recorded and kept in a member's personnel file. It is our policy to maintain such records as: employment application, resume, hire letter, records of changes of status, evaluations, corrective action notices, dates of employment, discipline notices, and commendation letters. The maintenance and release of information in personnel files is the responsibility of the Human Resource Division Manager or his/her designee.

Each member must provide the following information: name, address, telephone number, social security number, IRS Form W-4, INS Form I-9 (proof of right to work in the United States), insurance beneficiaries, marital status and dependents affecting insurance coverage, and a person to notify in case of emergency. It is the responsibility of all members, including those on leave of absence, to notify the HR Manager of information changes.

All personnel files and information are the property of Spokane County Fire District 8 which reserves the right to use and disclose this information as the District decides is appropriate. In general, however, it is district policy to release personnel files and information contained in them only to: Human Resource Staff; Spokane County Fire District 8 management, insurance carriers, accountants and attorneys having a legitimate business reason to know the information involved; federal and state authorities as required by law; pursuant to subpoena or other judicially enforceable request; pursuant to the member's authorization; or pursuant to the policy below on the Employment Verification and References section. Without valid authorization from the member, information released from his or her personnel records will include only job title, salary and verification of employment dates (and eligibility for retire, if applicable).

Members may review their own personnel file in the presence of the Human Resource Division Manager or his/her designee at reasonable times upon request by the member, and may request a photocopy of any document. The member is responsible for updating essential information such as current address and contact information and may add information to their personnel files with their manager's approval. Members may request the HR manager to verify and coordinate correction of any erroneous information.

Medical Records

When there is a business need or when the member provides the District with medical information, the District will establish and maintain a medical record file for the member. These records are considered confidential and access to such records is governed by WAC 296-62. Copies of WAC 296-62, Part B, are available from the Department of Labor and Industries website or the Human Resource Manager. The Human Resource Manager can also provide details on access and dissemination of member's medical records.

Change of Status

An appropriate Personnel Action Form should be completed and submitted to the Administrative Assistant to document each change in status of a member's employment with Spokane County Fire District 8. Each member's manager should see to it that the form is initiated before (if possible) the effective date of the change.

In general, it is our policy to document the following changes of status: hire/re-hire; promotion; transfer; change in pay; change in benefit status: paid leave of absence; unpaid leave of absence; termination (resignation, discharge, reduction in force, retirement, and death); and change in member classification.

Employment Verification and References

To facilitate consistency and minimize misunderstandings, Spokane County Fire District 8 will respond to requests for employment verification and references on current or former members by providing only the dates of employment, current or last position held, and (with appropriate written authorization from the member) current or last compensation level. You may ask your manager to provide your performance records and evaluations. You will be required to provide the District and your manager with a written release naming the inquiring agency.

You may ask your manager to provide you with a written letter of reference. If your manager chooses to provide a letter of reference he/she will give it to you and it will be up to you to provide it to the places where you are applying for work.

Safety and Health

One of the key vision components of Spokane County Fire District 8 is to be an organization which fosters a safe work environment. The foundation for our safe work environment is the comprehensive Safety and Accident Prevention Program which applies to all members. Additionally, each Division of the District may have supplementary safety and health guidelines specific to their operations.

Medical Examinations

Some jobs within the District require that you have a pre-employment medical examination. This ensures that members are fit to perform the essential functions of their job. It is your responsibility to maintain your fitness level. The District has exercise equipment available for use by members; check with your supervisor for access information.

- **Pre-Employment Examinations** – Offers of employment are contingent upon the satisfactory completion of a medical examination (where required) which will be conducted by a physician the District designates and which may include, but is not necessarily limited to, alcohol and drug screenings. Pre-employment examinations are conducted only after an offer of employment has been extended.
- **Fit-for-Duty** – The District expects that all members shall report to work *fit-for-duty* – that is, able to complete all assigned duties and essential functions of the job. If you are unable to work due to sickness or injury, you are expected to notify the District according to Division expectations. If you are absent from work for an extended period of time for a medical reason, the District may require post-employment examinations. The District will make every effort to assist you in returning to work after an injury or illness. If you are able to work but unable to complete all job duties due to work restrictions, light duty assignments may be available. You, or someone on your behalf, are expected to maintain contact with the District regarding projected return-to-work dates and job restrictions
- **Post-Employment Examinations** – The District may require, when appropriate, that you have your physician provide us with information regarding your fitness for work. In addition, the District may require and pay for medical examinations by a physician designated by the District, including alcohol and drug screenings, to determine your fitness for duty. These examinations will be conducted at times the District specifies.

Accidents, Injuries and Exposures

The District's Safety and Accident Prevention Program requires that you report all accidents, injuries, and exposures to your supervisor – events that cause District or citizen property damage or personal injury – and all near misses that occur while you are at work. Failure to report an incident may result in disciplinary action.

Drug-Free Workplace

It is district policy to maintain a drug-free workplace. The possession, use, or trafficking of alcohol or drugs in the workplace poses unacceptable risks to the safe, secure and efficient operation of our organization, and is strictly prohibited. Alcoholic beverages are not allowed in District facilities with the following exception: when specifically authorized by the Board of Fire Commissioners for District events.

Alcoholic beverage consumption prior to responses.

Members who are under the influence of alcohol and/or drugs while on Spokane County Fire District 8 premises may be subject to corrective action, up to and including discharge. The use, sale or possession of alcohol or illegal drugs while on Spokane County Fire District 8 property will subject the member to corrective action, up to and including discharge.

Any member whose abuse of alcohol or illegal or prescription drugs resulting in job performance problems (e.g., absenteeism, tardiness, poor work) may be referred for rehabilitation and treatment, and may face corrective action up to and including discharge if he or she rejects that treatment.

Members, who voluntarily request assistance for a drug or alcohol problem before a work-related accident occurs or job performance suffers, and without a violation of the Standards of Conduct, will be given assistance in arranging for or provided resources for a rehabilitation program. A member's decision to seek assistance under these conditions will not be used as a basis for corrective action.

Drug and alcohol rehabilitation may be covered in part by our group medical insurance plan. Members may be placed on a medical or personal leave of absence, after available annual and sick leave benefits are exhausted, for the period of rehabilitation, when applicable.

Members are expected to report any suspected substance abuse by any member while on duty or representing the District.

- **Medications** – Members who are taking prescription drugs or over-the-counter drugs that may affect their performance or have adverse side effects should immediately discuss their situation with their supervisor, manager, the Fire Chief, or the Human Resource Division Manager. Members are responsible for disclosing to one of the aforementioned persons the possible side effects of the prescription drug on work performance and the expected duration of the use. The District will then decide whether a reasonable accommodation is necessary under the circumstances until the side effects or concern no longer exist.

Smoke-Free Workplace

Spokane County Fire District 8 desires to maintain a tobacco-free workplace. Smoking is prohibited in our buildings and in District vehicles. If you choose to smoke, it must be done outside and out of view of the public. While smoking you must stand 25 feet from any building entrance, window or building ventilation intake.

Weapons

Weapons are not allowed in District facilities, except when carried by law enforcement officers. Permission may be granted for station residents with written authorization from their manager.

Violence and Threats of Violence

The District is committed to providing a safe and secure environment. Violence in the workplace, which includes any verbal assault, threatening behavior or physical assault occurring in or arising from the workplace, will not be tolerated.

This policy includes members, visitors, guests and other individuals within District facilities, on District property and during any District related activity.

Members must immediately and accurately report all incidents of violence to their supervisor or supervisor's supervisor, whether or not physical injury has occurred. Incidents of violence include, but are not limited to:

- Intimidation, harassment, assault, battery, stalking or conduct that causes a person to believe that he/she is under a threat of bodily injury.
- Inflicting or threatening, even in jest, injury or damage to another person's life, health, well-being, family or property.
- Possessing a weapon in District buildings or vehicles. This includes the building or area constituting the principal place where work is performed or assigned, including common areas (i.e. hallways) and private or personal work areas (i.e. offices); any remote area where the member is engaged in official business, including field locations; and in District-owned vehicles. Exception: Commissioned law enforcement officers or a weapon on District property occupied as living quarters with written district authorization.
- Purposefully abusing or damaging District property
- Using abusive language, gesturing or raising voices in a threatening manner

The District takes the issue of member safety and security seriously. All reports of violence will be investigated. If violence is found to have occurred, perpetrators are subject to disciplinary action up to and including discharge. Members found to have committed violence may also be subject to civil and/or criminal prosecution.

Pay Administration

Payroll

Paychecks for full-time, part-time, temporary-hourly, and resident members are issued semi-monthly. The District will make deductions from your gross pay as required or authorized by law, or as authorized in writing by you.

Reimbursement checks for volunteer members are issued quarterly for station shift assignments and issued annually for points reimbursement.

Your manager or the Administrative Assistant can provide a detailed explanation of the payroll deductions and how your pay is determined. Should there need to be an adjustment made, arrangements can be made with the Administrative Assistant

Timekeeping and Overtime

Every position in our District is categorized as either exempt or non-exempt under the wage and hour laws.

If you are an exempt member you are paid for the general value of your services, not based on hours worked. You receive a fixed salary for all hours worked; you do not receive overtime pay or compensatory time for working more than 40 hours in a week, except as otherwise approved by the Board of Fire Commissioners for special assignments.

If you are a non-exempt member you will be paid overtime or compensatory time at the rate of one and one-half times your regular hourly rate for all hours actually worked beyond the standard work period for your position. Any holiday pay or paid leave aside from annual leave shall not be deemed "actual hours worked" when calculating overtime. You may not work overtime without express advance authorization from your supervisor. Any compensatory time remaining at year's end will be paid at the overtime rate, as compensatory time and cannot be carried over to the next year.

If you are a non-exempt member, you must record the number of regular and overtime hours that you work each work period and certify you have accounted for all hours worked during the period. Working overtime without recording your time (working "off the clock") is strictly prohibited and will result in corrective action, not reward. Exempt members may also be asked to record the number of hours worked for other purposes. For overtime calculation purposes, a new work period begins at 0800 hrs each Monday. For 40 hour, 45 hour, 53 hour and 56 hour members, overtime is based on a 28 day FLSA period.

Whether your position is exempt or non-exempt depends on your job duties. Any questions about whether you are exempt or non-exempt should be directed to your manager.

Benefits

The Human Resource Division Manager or designee will outline the benefits for your position during member orientation.

Expense Reimbursement

Members will be reimbursed for reasonable authorized business expenses after you submit an expense report with supporting documentation. See your supervisor for details. A falsified expense report may result in immediate discharge. Travel authorization must be approved by your manager prior to incurring expenses on the designated form and will be reimbursed at GSA per diem rates or actual expenses, which ever is less.

Educational Reimbursement

Educational reimbursement is provided to full-time members as an incentive for Professional Development that enhances the member and the agency.

The Fire District may reimburse expenses to full-time members, incurred that apply to tuition and lab fee's only as follows:

- Prior to the class the member seeking educational reimbursement will forward a written memo to their Division Manager with the following information:
 - Title of class and course number
 - Name and location of institution offering course
 - Tuitions costs
 - Anticipated material costs
 - Instructor name
 - Your educational goals and reason for taking course
- The Fire Chief will review the written memo and in his or her sole discretion approve or disapprove the request based on the relevancy of the class and available funds.
- At the completion of the course the applicant will forward a request for reimbursement to your manager. The request should include a written record of the final grade or certification of completion and al receipts related to the requested reimbursement. A grade of "C" or "Pass" in a pass/fail course, must be attained to receive tuition reimbursement.

Advanced Travel Requests

An advanced travel request form and a copy of the registration or meeting notification shall be submitted to your manager or the manager's designee a minimum of three (3) weeks in advance of travel outside of the District. Failure to obtain approval may result in no advance travel and require submission of District expense report. See your manager or designee for details.

Time Off

Holidays

The District observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving
- The day after Thanksgiving
- Christmas
- One Floating Personal Day (one each calendar year for all members who have completed their training period; must be taken in a full day increment)

Union members may refer to the Contract for their observed holidays.

If a holiday falls on a Saturday or Sunday, we will observe it either on the preceding Friday or the following Monday, respectively. Employees are discouraged from "banking" holidays.

Non-exempt regular members are eligible for paid holidays. If the observed holiday falls on a regularly scheduled day off, the employee will be provided a day off immediately following or immediately preceding the observed holiday. Non-exempt members who are asked to work on a holiday will also be paid their regular wages for the hours actually worked. Members who are members of the bargaining unit will be paid in compliance with contract provisions. Exempt salaried members will have their salary continued during the holiday.

Annual Leave

Regular full-time employees receive paid annual leave. Pay is continued as if you were working. Union members may refer to the Contract for their accrual rates.

Accrual Rates:

<i>0-4 Years</i>	<i>10 Days</i>
<i>5-9 Years</i>	<i>15 Days</i>
<i>10 + Years</i>	<i>20 Days</i>

No annual leave may be taken before the month in which it is accrued. Annual leave schedules must be arranged between you and your supervisor.

Our annual leave policy is designed to refresh and invigorate our employees with time away from the job, and we encourage you to use your annual leave. However, if necessary you may, upon recommendation of your supervisor and approval of the Fire Chief or his/her designee, carry over part of your annual leave from one year to the next.

Unused annual leave over 360 hours is forfeited at the end of the calendar year, or may be donated to the shared leave pool. Up to 360 hours of accrued annual leave plus annual leave accrued during the calendar year will be paid upon your job separation.

Paid Sick Leave

The District provides paid sick leave to regular full-time employees. Accrued sick leave may be used when the employee must be absent from work due to his/her own health condition (illness, injury or physical or mental disability, including disability due to pregnancy or childbirth), and may also be used to care for the following:

- An employee's child under 18 years of age with a health condition that requires treatment or supervision
- A spouse, son, daughter, parent or other family member who has a serious health condition

Eligible full-time members accrue sick leave at the rate of one (1) sick day (8hrs) for each month of employment, to a maximum of twelve (12) days per calendar year or as specified in the Union contract or work agreements.

Accrued sick leave need not be used during the calendar year in which it accrues and may be carried over from year to year. However, the District does not pay employees for accrued, unused sick leave at any time, including upon separation of employment. Eligible full-time members may donate their sick leave accrual to the shared Sick Leave Pool upon separation of employment.

Please note that excessive absenteeism and unapproved absences may result in corrective action up to and including discharge, even if available time off (annual leave, sick leave, etc.) has not been exhausted, unless otherwise required by law. Your supervisor may at anytime review sick leave usage and/or require a physician's statement verifying illness.

You should notify the District of your absence from work in accordance to the guidelines established for your position.

Annual/ Sick Leave Pool

The Sick Leave Pool is intended to help an employee who has exhausted his or her sick leave, compensatory leave, annual leave and any other paid leave time due to a catastrophic illness or injury to the employee or immediate family member. Employees who desire to contribute either sick or annual leave to the pool may do so by submitting a Leave Transfer form to the Administrative Assistant. Employees must maintain a minimum sick leave balance of 240 hrs. Employees leaving service may donate the balance of their accrued sick leave to the pool.

Applications to withdraw sick leave from the pool must be submitted on the Sick Leave Pool form. An employee is eligible to withdraw sick leave from the pool if the Fire Chief finds that the employee has exhausted all accrued sick leave because of catastrophic illness or injury. Employees will not receive in excess of six (6) months from the sick leave pool.

The employee may use sick leave assigned from the pool in the same manner as personal sick leave and shall be entitled to accrue the same benefits as an employee who uses personal sick leave.

Family Medical Leave

Spokane County Fire District 8 complies with the federal Family Medical Leave Act of 1993 (FMLA) and all applicable state laws related to family or medical leave. This means that, in cases where the law grants you greater leave than our policies provide, the District will grant leave required by law.

The FMLA provides up to twelve (12) weeks of unpaid, job-protected leave every twelve months to eligible members, both men and women, for certain family and medical reasons. It requires that previously provided group health benefits be maintained during a member's family or medical leave.

To be eligible, you must have worked for the district for a minimum of one year, and for at least 1,250 hours over the previous twelve (12) months. If a member is not eligible for FMLA leave, the District may choose to grant you unpaid, non-FMLA leave. In the event unpaid, non-FMLA leave is granted, normal unpaid leave policies, not the rules under FMLA, will apply.

Reasons for Taking Leave – FMLA leave is granted for any of the following reasons:

- To care for a new child after birth or placement for adoption or foster care
- To care for a spouse, son, daughter, or parent who has a serious health condition
- For a serious health condition that makes you unable to perform the essential functions of your job, and involves either:
 - Any period of incapacity or treatment connected with inpatient care (i.e. overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care, or
 - Continuing treatment by a health care provider which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities) due to:
 1. A health condition (including treatment for, or recovery from) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - Treatment two or more times by or under the supervision of a health care provider, or
 - One treatment by a health care provider with a continuing regimen of treatment
 2. A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g. asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
 3. A permanent or long-term condition for which treatment may be effective (e.g. Alzheimer's, a severe stroke, terminal cancer.) Only supervision by a health care provider is required, rather than active treatment; or

4. Any absences to receive multiple treatments for restorative surgery or for a condition which would likely results in a period of incapacity of more than three days if not treated (e.g. chemotherapy or radiation treatments for cancer).

Leave to care for a child after birth or placement for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

Under some circumstances, FMLA leave may be taken intermittently – which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. FMLA leave may be taken intermittently if medically necessary because of a serious health condition. If FMLA leave is for birth, placement for adoption, or foster care, use of intermittent leave is subject to our district approval.

Paternity Leave – Spouses taking paternity leave after the birth or adoption of a new child will use annual leave. If there is a medical reason for the paternity leave, sick leave may be used concurrent with FMLA leave.

Substitution of Paid Leave – At member or District request, certain kinds of paid leave may be substituted for unpaid FMLA leave.

Accrued annual leave may be substituted for any type of FMLA leave. Accrued medical-sick leave may be substituted only in the circumstances where District policies or state laws allow you to use that paid leave. Accrued sick leave may be used for leave taken for your own health condition or to care for your child less than 18 years of age who has a health condition that requires treatment or supervision, as allowed by Washington law.

If you have any sick leave available that may be used for the kind of FMLA leave you are taking, it is District policy that you must use that paid sick leave as part of your FMLA leave (concurrently). Use of annual leave time for FMLA leave, however, is an employee's option. (In other words, you may choose to take unpaid FMLA leave and not use your available annual leave time).

If you use paid leave for FMLA leave, it is District policy to designate your paid leave as counting against your FMLA leave allowance. You are required to notify your supervisor if you use paid leave for a reason covered by FMLA so that your leave is properly accounted for.

Health Insurance – If you are covered by one of our medical plans (medical, dental or vision), the District will continue to provide paid health insurance during the FMLA leave as during regular employment. However, if you don't return to work after the leave, you may be required to reimburse the District for the District-paid portion of your insurance premiums unless failure to return was beyond your control.

Other Insurance – If you are covered by other insurance plans through the District, such as life or disability insurance, those coverage’s will continue during paid leave as during regular employment. If you take unpaid FMLA leave, you will be responsible during the leave for the premiums you normally pay plus the premiums normally paid by the District. If you do not pay those premiums, the District may choose to pay them for you in order to keep your coverage from lapsing, but you will be responsible for reimbursement to the District whether or not you return to work.

Couples Employed by Us – If both you and your spouse or domestic partner work for us and you request leave for the birth, adoption or foster care placement of a child, to care for a new child, or to care for a sick parent, the total annual FMLA leave available to you as a couple for those purposes is a total of twelve (12) weeks.

Determining Leave Availability – FMLA leave is available for up to twelve (12) weeks during a 12-month period. For purposes of calculating leave availability, the “12-month period” is a rolling 12-month period measured backwards from the date you use any FMLA leave.

Leave Related to Pregnancy – If you take leave for pregnancy, the leave you take while you are physically unable to work is counted against your annual 12-week FMLA leave allowance. For example, if you take eight weeks FMLA leave for childbirth and to recover from childbirth, you are entitled to four weeks of FMLA leave after that to care for your new child.

Medical Leave

In situations where paid sick leave is not available, the District may choose to provide an unpaid medical leave of absence. Available annual leave may be used to continue compensation during what would otherwise be an unpaid medical leave. The granting of unpaid medical leave is at District discretion unless otherwise required by law.

Total medical leave (including paid sick leave) is generally limited to twelve weeks in a rolling twelve month period. In the case of disabilities that qualify for protection under federal, state, or local disability discrimination laws, however, the District will provide greater periods of leave if it is concluded that doing so is required in order for the District to provide reasonable accommodations, unless it is concluded the additional leave would impose an undue hardship on the District.

We require that you provide medical certification to support a request for medical leave whenever the leave is expected to extend beyond five consecutive working days or will involve intermittent or part-time leave. We may require second or third opinions, at our option, at District expense.

During medical leave, employees are expected to keep their supervisors apprised of the status of their condition and of any changes in their anticipated date of return. Medical

leave automatically ends when the employee is physically able to return to work. However, the District requires that you provide medical certification of your fitness for duty to return to work after an absence for medical reasons that extends beyond five (5) consecutive calendar days, that involves a mental disability or substance abuse, or where the medical condition and your job are such that we believe you may present a serious risk of injury to yourself or others. We may require second or third medical opinions, at our option, at District expense.

Maternity Leave

As part of our medical leave policy, we provide maternity leave for disability associated with pregnancy and childbirth to all female employees. Maternity leave is treated in the same manner as medical leave for a short-term disability, with exception that leave will always be granted for the entire period of any maternity disability (as defined by the employee's physician). Maternity leave is for the period of disability only and not for child care after the disability ends. See section regarding Paternity Leave.

See Harassment and Discrimination section for additional Pregnancy Discrimination: No Tolerance guidelines.

Request for Leave

Requests for leave should be submitted in writing to your immediate supervisor as far in advance of the anticipated leave date as possible or in accordance with the Union contract. If circumstances prevent you from submitting an advance written request, you must orally inform your manager as soon as possible and follow the oral notification with a written request. All requests for FMLA leave must indicate the date you anticipate returning to work.

In addition to advance leave notice, where appropriate, you may be required to provide the District with medical certification of the need for leave related to a health condition, and with medical certification of your fitness to return to duty after medical leave. Taking leave or reinstatement after leave may be denied if these requirements are not met.

- You must give us at least 30 days advance notice of your request for leave if the reason for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment. If 30 days notice is not practicable, you must give notice as soon as possible, usually within one to two business days of when the need for leave becomes known to you. If you do not provide 30 days advance notice, and if the need for the leave and approximate date of the leave were clearly foreseeable by you, your request for leave may be denied for 30 days.

Periodic Reporting – If you take leave for more than two weeks, you are required to report to us at least every two weeks on your status and intent to return to work.

Benefits During Leave

All member benefits continue during periods of paid leave. Member benefits for unpaid leave that operate on an accrual basis (such as annual leave and sick leave) will continue to accrue for the first 30 days of unpaid leave, unless a written member benefit plan provides otherwise. Medical coverage and other insurance benefits continue during the first three months of any leave, after which time benefits may continue at your own expense for the leave period. All allowed leave, paid or unpaid, is included when calculating length of service with the District.

Returning From Leave

The District complies with all applicable laws related to reinstating members after periods of leave. Except as required by law, the determination of whether a member will be reinstated after a leave of absence is at District discretion.

An unauthorized failure to return promptly to work at the conclusion of a leave of absence, acceptance of any other employment during a leave, or an application for unemployment compensation while on leave (which would indicate you are available for work), may be treated as a voluntary resignation.

Other Leaves

Administrative Leave – In special cases a member may be granted an administrative leave of absence for a period of time as determined by the District. Administrative leaves are unpaid unless otherwise agreed to in writing.

Bereavement Leave – The District provides regular, full-time members with paid leave for up to five (5) consecutive calendar days to make necessary arrangements in the event of the death of a spouse, child, parent, sibling, grandparent, grandchild, or corresponding in-laws or “step” relations. Bereavement leave may be granted for other relatives or for additional bereavement days with a manager’s approval.

Jury Duty – The District provides all employees leave for the full period of jury duty service. Regular full-time and all salaried exempt employees, receive paid jury duty leave each time they are called for jury service. Employees must provide the payment provided by the court for jury duty service, not including mileage or other employee expenses, to the District. You must provide your manager with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, you are required to provide your manager with proof of jury service.

Military Service – The district provides paid leave to all employees performing military service in accordance with federal and state law up to twenty one (21) days in the fiscal calendar used by the federal government. Military service includes active military duty and Reserve or National Guard training. You are required to provide your manager with copies of your military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

If an employee is called to Active Duty for more than 21 work days in a government fiscal calendar period, the District shall provide the employee a six-month Salary Continuation Period. If the employee’s military salary is less than his/her District salary, the difference between the military salary and the District salary will be paid to the employee after receipt of official documentation showing a copy of the orders to report to active duty and the amount of pay the employee is receiving from the military.

During the Salary Continuation Period, the employee shall continue to receive the same benefits that the employee would have received if employed by the District including annual leave accrual, disability leave accrual, retirement benefits, medical and dental benefits, but excluding assignment of Kelly days which will be forfeited. Medical and dental benefits provided under this policy are subject to the coverage and provision of the insurance policies carried by the District. Pension benefits provided under this policy are subject to the statutory and regulatory requirements of the Department of Retirement Systems.

In the event the Active Duty period is extended beyond the Salary Continuation Period, the continuation of any continued salary or employment benefits shall be at the sole discretion of the Board of Fire Commissioners.

The District prohibits discrimination against members on the basis of military duty, affiliation or status and requires reinstatement of a member following military leave to the same position or a position of like seniority, status and pay, as dictated by federal and state laws. Generally, a member will be reinstated if he/she is still qualified to perform the job duties and circumstances don't make it impossible, unreasonable or against public policy to place the member back into the same or similar position.

Personal Leave of Absence – Regular full-time employees may request an unpaid personal leave of absence for up to 45 days. Personal leave may be granted for justifiable reasons. In the event of a catastrophic issue, the Fire Chief may approve a leave of absence with or without pay.

Volunteer, Resident and Temporary Hourly members may request a personal leave of absence for school, temporary or seasonal employment, temporary illness or physical incapacity, or other justifiable reasons. Request for leave should be submitted to your manager for consideration.

Members returning from leave must report to work fit-for-duty- that is, able to complete all assigned duties and essential function of the job.

Witness Duty – The District provides all employees leave to testify in court for cases involving Spokane County Fire District 8. If you need to testify in court for any other reason, annual leave may be used, otherwise the leave will be unpaid.

Computers, Telecommunication and Electronic Systems, and Equipment

Spokane County Fire District 8 intends that all computer systems, telecommunication and electronic systems, and office equipment are for business use and generally should not be used for personal matters. Personal use of these systems such as phone calls, e-mail and personal cell phones should not negatively impact your performance or the work environment of others.

None of the systems are to be used in any way that may be disruptive, offensive to others, harmful to morale or the District, negatively impact performance, or illegal. Solicitation of non-District business or any use of the District's e-mail or Internet for personal gain is prohibited. Every member has a responsibility to maintain and enhance the District's public image and to use the systems in a responsible and productive manner. Willful, non-compliance with District guidelines may result in corrective action up to, and including, termination. If necessary, the District also reserves the right to advise appropriate officials of any violations of the law.

Computer Systems (PC Hardware and Software)

Spokane County Fire District 8 regards all electronic information (computer files, e-mail, internet usage and similar information) as District property. The District reserves the right, with or without notice, to access, monitor, copy, and/or delete any and all computer files. Members should be aware that any information on the District's computers may be reviewed by the District. Accordingly, members should not use computer systems to create or transmit any information they wish to keep private. If you do receive an inappropriate e-mail, delete the file. The District's computer systems shall not be used to solicit for commercial ventures, religious or political causes, or outside organizations that are not authorized by the District.

It is the policy of Spokane County Fire District 8 that e-mail, internet access and computer networks may not be used for creating, transmitting, retrieving or storing any communications that are discriminatory, harassing, or obscene. Harassment of any kind is prohibited and may include, but not be limited to; derogatory or inflammatory remarks about an individual's race, age, gender, disability, religion, national origin, physical attributes or sexual preference. In addition, no abusive, profane, libelous or offensive language is to be transmitted through the District's email or internet system.

These policies have been developed to help ensure the security and reliability of the computer systems. Inappropriate internet use is of special concern because it can be tracked back to the District's network as well as cause the entire system to be vulnerable to security attacks, viruses and similar threats. These security threats are real and of paramount concern for the District. It is the responsibility of all District members to assist in ensuring the security and reliability of the District computer systems.

Each member is responsible for the use of their electronic accounts (e.g. e-mail, network login, database login) and is not permitted to grant others access to these accounts. Nor should you disclose your password to anyone (with the exception of your manager). Members are expected to take reasonable steps to ensure their workstations remain secure at all times.

Upon voluntary or involuntary termination of service with the District, members may not take any computer-related programs, files, or materials without manager's approval. Upon termination, the District will disable the former member's computer access.

- **E-mail** – The District's e-mail system is primarily for official business. All messages are District records and property of the District. Spokane County Fire District 8 reserves the right to read, use and disclose e-mail messages as it sees fit. Members are expected to honor the system's password protection and not read or use other people's e-mail. Use of the District's e-mail system to send, receive, forward or reply to non-business related e-mail can seriously degrade network performance and security. These types of e-mails may include, but are not limited to: jokes, web page links, chain letters, file attachments (graphics, sound, etc.), shopping, e-mail subscriptions and spam e-mail. Members should understand that e-mail is not private or confidential and that any message may be forwarded to anyone in the world. Even after an e-mail has been deleted it is still possible to retrieve it and read it. When transmitting messages via e-mail, members should consider that persons other than the addressee can read the e-mail message and that the message may later be disclosed to additional parties or a court in connection with litigation. Because of these concerns, District members are required to maintain the highest standards of discretion and professionalism when transmitting e-mail and to be aware that they are representing the District because the e-mail comes from [first initial last name@scfd8.org](mailto:first_initial_last_name@scfd8.org). Remember, all e-mail sent from the District system represents Spokane County Fire District 8.
- **Internet Access** – Internet Access must be authorized by your supervisor or manager and is primarily for District business purposes. Because of performance and security concerns, Internet access should never be used for streaming audio and video (Media Player, RealPlayer) and unauthorized file downloads.
- **Hardware** – As a user of District hardware, you may not relocate or disassemble any District computer or peripheral equipment without your supervisor or Information Services' approval. In addition, members should not bring computer hardware from home and connect it to the network unless it has been first approved by your supervisor.
- **Software** – Software that is installed on District computers should be registered to the District, approved by the District and requested for installation by Information Services. *Members are not permitted to install or use personal software, games, freeware, shareware, utilities, Windows updates, etc on the District's computers.* If it is necessary to use software not provided by the District, your supervisor or manager must approve the request after consultation with Information Services. Installation of unauthorized software may breach the security and reliability of the entire computer network.

- **Media** – Because of the potential exposure to viruses from outside sources, the use of removable media (floppy diskettes, Zip disks, CDR, etc.) is strongly discouraged. If it is necessary to use one of these, please contact your manager for approval.
- **Copyright Issues** - Members using the District’s electronic communications system may not transmit copyrighted materials belonging to entities other than the District. All members obtaining access to other companies’ or individuals’ materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission, or as a single copy to reference only.

Telecommunication and Electronic Equipment (Phone Systems, Pagers, Fax and Similar Devices)

The District’s telecommunication and electronic systems are intended primarily for District business and are the property of the District. This includes phone systems, voicemail, cell phones, pagers, fax, and similar devices. Please limit the business time you spend on non-business purposes. Use of District-owned cell phones for calls not related to or caused by business operations is prohibited.

- **Cell Phones** – Members who use hand-held phones on District business should refrain from using them while driving. That means that when making or receiving a call; members should pull the vehicle over to a safe parking area before beginning a conversation. At the same time, those with hands-free phones should conduct only very limited phone calls, and pull off to a safe parking area if the conversation becomes involved, the traffic becomes heavy, or the road conditions are poor.

Standards of Conduct

Spokane County Fire District 8 expects that all members will act professionally and in the best interests of the District. The expectation for our members is to show-up, perform your work assignments at a solid level, be honest in your dealings with the public and other members and ensure your conduct is consistent with the mission and the values of the District. The violation of our Standards of Conduct including District Teamwork Standards is unacceptable and may result in corrective action, up to and including discharge. (See Appendix B for Teamwork Guidelines.) Also refer to the “Corrective Action” for examples of violations which illustrate, but do not limit, the types of conduct we may consider unacceptable).

Attendance and Punctuality

Regular and dependable attendance is an essential function and expected of every member. Absenteeism and tardiness are costly and often cause problems for members who cover for or depend on the work of the absent or late member. Excessive absenteeism or tardiness will affect your performance evaluation and may result in corrective action.

Bulletin Boards, Posting and/or Defacing

A bulletin board is provided for the posting of government notices and various announcements and memoranda. Posting announcements without approval or defacing notices on any bulletin board is prohibited. If you would like to post something on the bulletin board, please contact the Administrative Assistant.

Confidential Information

In the course of performing your job with the District, you may be exposed to confidential information. Confidential information includes files, financial information and other District-related information and procedures. Personal information about other members is also confidential. Such information should not be discussed or disclosed to anyone without a business need to know. The Fire Chief and Human Resource Division Manager or their designees are the only District personnel authorized to release District human resource or medical records or any other member information. If you work in sensitive areas, additional restrictions may be imposed. Violation of this policy may result in disciplinary action, up to and including termination, criminal prosecution, and/or civil action.

Dating Supervisors or Managers

Because of the potential for miscommunication, misunderstandings and conflicts of interest, we do not permit managers or supervisors to date those they supervise. This policy applies to all members or members who have the authority or practical power to supervise, appoint, remove, or discipline other members or who are responsible for auditing the work of another member or members (see also Employment of Relatives).

Gifts, Conflict of Interests

You may not directly or indirectly solicit or accept personal fees or commissions in connection with our services. You may not solicit or accept gifts or gratuities from our customers, suppliers or anyone else doing business with the District. You are to avoid placing yourself in a position that may create or lead to a conflict of interest. For instance, you are prohibited from engaging in any outside business activity, financial relationship or investment that conflicts with district interests competes with the District, or may interfere with your responsibilities with the district. The District, however, is not prohibited from doing business with a company that is owned or operated wholly or in part by a member or a member's family when it is determined to be in the best interest of the District.

Office Supplies and Equipment

Office supplies are to be used for business purposes only. Copiers may be used for limited personal use. Personal long-distance faxes may be sent as long as the member's own telephone calling card number is used.

Outside Employment

To protect the integrity, reputation and operations of the District, outside employment must not place you in a position that actually or apparently conflicts with Spokane County Fire District 8's interests. To ensure that no conflict exists, managers should be informed of outside employment in writing. Full-time employees failing to report outside employment which creates a conflict of interest may be subject to disciplinary action up to and including immediate discharge. Full-time employees who have reported outside employment accurately and in good faith before it was undertaken will not be disciplined if a conflict is discovered.

Personal Appearance

You are expected to dress and groom in a neat and businesslike manner consistent with your job position. Standards may vary from position to position due to such factors as the type of work and amount of public contact involved. Members are expected to use good judgment in selecting appropriate clothing or to wear a uniform as described by the Uniform Policy.

Political Campaign Involvement

Members may choose to be actively involved in the political process; however, there are certain legal restrictions on these activities for Spokane County Fire District 8 members. Specifically, the Revised Code of Washington places restrictions on the use of public office or agency facilities in a campaign for either a candidate or a ballot issue.

Representing the District

Conduct of members both during work and after hours reflects directly upon the District. It is expected that all members shall act professionally and in the best interest of Spokane County Fire District 8 while:

- Wearing the District logo.
- Driving District vehicles.

The District logo may only be used as prescribed in the Uniform Policy or with written authorization from the Fire Chief.

The same Standards of Conduct outlined in this handbook apply when representing the District after hours as during work hours, and violations may result in corrective action, including suspension and/or discharge.

Solicitation and Distribution of Literature

To avoid disruption of the work flow and potential embarrassment for other members, all members are prohibited from distributing literature or soliciting members during work time, or in work areas, except with the specific authorization of the Fire Chief. In addition, no one outside Spokane County Fire District 8 is allowed on the premises at any time for these or related purposes.

Corrective Action

The goal of our Corrective Action Policy is to correct unsatisfactory behavior or performance and to elicit an appropriate behavior modification. Corrective action may be taken when a member has not adhered to District Standards of Conduct as listed in the Handbook and the Policies and Procedures of the District, or if performance otherwise is unsatisfactory.

It is our general policy to initially apply the least severe corrective action, as appropriate. More severe measures will be applied if the problem persists.

Corrective action taken may include: verbal corrective action; written corrective action; suspension with or without pay; demotion or discharge. In most cases, it is District policy to apply corrective action using the following methods:

Verbal Corrective Action – This is generally used in cases of minor offenses. Its purpose is to inform and train the member regarding correct behavior and performance. The manager/supervisor should reach an understanding of the specific sources of dissatisfaction and the corrective action required. The manager/supervisor shall document the corrective action in writing. This documentation shall be retained by the manager/supervisor in case further action becomes necessary.

Written Corrective Action – This is generally used for intermediate offenses, repetition of or failure to correct a minor offense, commission of another type of minor offense within a reasonable time, or persistent performance deficiencies. A written corrective action usually will be issued after a personal discussion of the problem between the member and the issuing supervisor.

A written corrective action should outline the problem and any improvement required, refer to any previous corrective action or actions taken, and explain the consequences of repeated infractions or failure to correct performance. The member should sign the corrective action and receive a copy. (The member's signature acknowledges receipt of the corrective action, not necessarily agreement with it.) The corrective action shall be reviewed by the manager and forwarded to the Human Resources Manager for inclusion in the member's personnel file.

Suspension – Suspension may be used either as a corrective measure, to permit an investigation, to allow us to determine what corrective action will be applied, or to remove a member from the premises for a period of time.

This is generally used in cases of intermediate offenses, repeated or uncorrected minor or intermediate offenses after at least one written corrective action, continued performance deficiencies (previously identified in a written performance evaluation or written corrective action) or unacceptable responses to corrective action by the member. A written recommendation for suspension shall be provided to the Fire Chief prior to any action, unless circumstances do not allow. The suspension decision shall be documented by the Fire Chief in a memo to the member describing the reasons for the suspension; any previous attempts to correct the situation, and the terms of the suspension.

The member should sign the suspension notice and receive a copy. (The member's signature acknowledges receipt of the suspension notice, not agreement with it. Any refusal to sign the suspension notice shall be noted on the suspension notice.) The suspension letter shall be forwarded to the HR Manager to be included in the member's personnel file.

Discharge – This is generally used in cases of major offenses, repeated or uncorrected minor or intermediate offenses after at least one written corrective action, continued performance deficiencies (previously identified in a written performance evaluation or written corrective action) or unacceptable responses to corrective action by the member. A recommendation for discharge shall be provided to the Fire Chief by the Division Manager. The discharge decision shall be decided and documented by the Fire Chief in a memo to the member describing the reasons for termination, the previous attempts to correct the situation, and the terms of the termination. A copy of the termination letter shall be forwarded to the HR Manager to be included in the member's personnel file.

In the event that a situation necessitating alternate action arises, such as bypassing one or more steps, it will be dealt with at the discretion of management based on the circumstances of that specific situation.

For senior management members, these corrective action procedures are only guidelines and do not guarantee any particular procedure will be followed or give the member a right to continued employment.

A discharge could occur for reasons other than corrective action. Depending upon the situation, the Fire Chief reserves the right to discharge a member at any time, and without compensation except for time actually worked and annual leave accrued, if it is deemed necessary and in the best interest of the Fire District.

Examples of Minor, Intermediate and Major Offenses – Following are some examples of violations of District standards (for additional examples, see Standards of Conduct). These examples merely illustrate, and do not limit the types of conduct considered unacceptable.

Minor Offenses are actions considered to be corrective by training, counseling and guidance and not necessarily serious enough for formal corrective action unless repeated. Examples of minor offenses are first instances of:

- Tardiness and excessive absenteeism
- Un-businesslike conduct such as violation of Teamwork Guidelines
- Inappropriate dress or poor grooming for the activities performed
- Performance that does not meet the requirements of the District

Intermediate offenses are actions considered to be severe enough to call for formal corrective action, usually short of discharge for the first violation. Examples of intermediate offenses are:

- Repetition(s) of a minor offense
- Failure to report accidents, personal injury or property damage
- Unexcused absence
- Abusive language toward another person

Major offenses are actions considered to be severe enough to call for prompt and severe corrective action up to and including immediate termination. Examples of major offenses are:

- Repetition(s) of an intermediate offense
- Insubordination or deliberate failure to carry out instructions
- Unauthorized release of confidential information
- Misusing, destroying, or purposefully damaging any Spokane County Fire District 8 property or property of any member
- Taking Spokane County Fire District 8 property without authorization
- Falsifying records, including employment applications or time sheets
- Harassment of any nature
- Abusive conduct or threats toward another person

Problem Resolution and Appeals

Problem Resolution

Honest differences of opinion regarding working conditions or other matters will arise from time to time. When problems arise, we encourage you first to discuss the issue with the person with whom you are having difficulty, using effective confrontation strategies provided by the District. If you are unable to resolve this problem, you should bring it to the attention of one of the following:

- Your supervisor
- Your supervisor's supervisor
- Your manager
- The Fire Chief (if your supervisor or manager is part of the problem or is otherwise unable to assist you)

Most work-related problems should be resolved at the lowest level and can and should be resolved informally by the supervisor, manager or Fire Chief.

Nevertheless, we recognize that not all problems can be remedied through this informal process. The Human Resource Division Manager is available to answer any questions you may have about the process, and can assist you in putting your complaint in writing. The following formal procedure is available to address more difficult issues.

Step 1: Tell your immediate supervisor you would like to present a formal complaint. He or she will discuss the issue with you and will give you a definite answer, generally within three working days after the discussion.

Step 2: If this discussion does not resolve the problem, you can ask your supervisor to arrange a meeting, usually within three working days, with his or her immediate supervisor. After that meeting, your complaint will be investigated and generally you will receive an answer within five working days after that.

Step 3: If you are not satisfied with the outcome of this meeting, you may speak to the Fire Chief. Your manager will arrange for you to meet with the Fire Chief who will give you a final answer, generally within ten working days after discussing the problem with you.

Under normal circumstances these timelines will be adhered to. Some investigations are more complex and may require additional time.

There may be times when you feel you cannot take your complaint to your immediate supervisor. If this is the case, you may go directly to the second step in this procedure; however, these cases should be rare, since your supervisor is usually able to properly handle your questions and work-related problems.

Appeals: Any member who is demoted, suspended, or discharged or any member who is adversely affected by an alleged violation of the Member Handbook may appeal such action or violation to the Fire Chief.

Whistleblower Policy

Spokane County Fire District 8 strives to conduct its business with integrity and in strict accordance with all applicable federal, state and local laws. Accordingly, members are encouraged to bring to our attention any improper actions of Spokane County Fire District 8 officers or its members. We will not retaliate against any member who makes a complaint of improper actions in good faith and in accordance with the procedures set out in this policy.

Reporting Procedures – As used in this policy, “improper actions” refers to actions undertaken by an officer or member in the performance of his or her official duties that (a) are in violation of any federal, state or local law or rule, (b) are an abuse of authority, (c) create a substantial and specific danger to public health or safety, or (d) grossly waste public funds. “Improper actions” do not include personnel actions, such as the processing of grievances, decisions regarding hiring, promotion, firing, and other discipline, or alleged violations of labor (collective bargaining) agreements, employment contracts or employment policies.

Improper actions may be reported internally using this policy or may be reported to the Office of the Washington Attorney General, the Office of the Washington State Auditor, or the Spokane County Prosecutor. Before you provide information of an improper action to anyone who is not a public official or listed in the prior sentence, you must raise your concern with us and fully exhaust the reporting and reconsideration procedures set out in this policy. Because most concerns can most effectively be addressed internally, we strongly suggest you report any concerns about improper actions to us, and allow us to complete our review, before you provide information to other governmental agencies.

To report improper actions, submit your concern and related information (“Complaint”) in writing to the Fire Chief. If the complaint concerns the Fire Chief, submit the complaint to the Spokane County Fire District 8 Board of Fire Commissioners. Your identity will be kept confidential to the extent possible under law and consistent with our need to investigate the complaint, unless you provide written authorization for disclosure. You may report under this policy through a union business representative or attorney.

We will have ten working days to address your complaint and provide you with a written response that identifies the alleged improper action at issue, describes the scope and findings of our investigation, states what, if any, action will be taken against the offending officers or members, and explains why that action is appropriate.

If you are not satisfied with our investigation or resolution of your complaint, you may request reconsideration in writing within five working days of receipt of our written response. Written requests for reconsideration must be submitted to the Fire Chief and must identify the specific elements of the investigation or written response that you find unsatisfactory. We have three working days to advise you in writing whether reconsideration will be granted. Any reconsideration will be limited to examination of the specific issues you raised in your written request. We will have five working days from the date reconsideration is granted to complete additional investigations and give you a written response.

All members must strictly follow this policy. Members who comply with this policy will not be subject to discipline or discharge for reporting, disclosure or other activities done pursuant to this policy. Going outside this reporting and reconsideration policy is permitted only in those rare cases where persons or property will be damaged if the alleged improper conduct is not immediately addressed.

Protection Against Retaliation – All Spokane County Fire District 8 personnel are prohibited from taking any adverse employment action against a member who registers a complaint in good faith with a public body in accordance with this policy. If you believe you have been retaliated against for reporting improper actions in accordance with this policy, you may seek redress as follows:

- You must provide written notice of the charge of retaliatory action to the Fire Chief within 30 days of the date the alleged retaliatory action occurred. The notice must describe the alleged retaliatory action and the persons allegedly involved, and identify the relief requested.
- The Fire Chief will respond to the charge in writing within 30 days of its submission. The response will: identify the alleged retaliatory action and persons involved; identify the relief requested; describe the investigation conducted; state and explain the disposition of the charge; identify the relief, if any, that is being granted; and explain why any granted relief is appropriate.
- You are entitled to a hearing if you are not satisfied with the Fire Chief's response to your charge. To receive a hearing, however, you must deliver a written hearing request to the Board of Fire Commissioners within 15 days of delivery of the Fire Chief's written response to your charge or, if the Fire Chief fails to respond within the allotted 30 day time period.
- Within five working days of the Board of Fire Commissioners receipt of a timely request for hearing, we will apply to the Washington State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge.
- Unless the administrative law judge extends the period, the judge will issue a final decision no later than 45 days after the date the timely request for hearing was delivered to the Board of Fire Commissioners. The administrative law judge's decision is subject to court review.

Adopting and Posting – This policy will be permanently posted in one or more places where all members will have reasonable access to it including in our member handbook. Copies of this policy will be distributed to all members upon adoption, and will be available to any member upon request.

Separation from Employment

Separation from employment may occur due to completion of an employment term, resignation, discharge, reduction in force, disability, retirement or death.

Resignation – You may resign by giving written notice of resignation to your manager. Your letter of resignation should state the reason(s) for leaving and the date of your final day. We ask that you give at least two weeks advance notice to assist in maintaining adequate staffing. Failure to give two weeks notice may make you ineligible for re-hire.

The District reserves the right to determine how a notice period will be completed once your resignation has been tendered. You may be allowed to work some or all of the notice period as long as performance and behavior are satisfactory, or your resignation may be effective immediately. If you give at least two calendar weeks advance notice and your resignation is effective earlier, you will be paid for the two-week notice period.

If you do not report for work as scheduled without notifying your manager of your reason for absence, or if you fail to return to work after an unauthorized absence, your absence will be treated as a voluntarily resignation without advanced notice, unless it is determined the reason was justified.

Discharge – A discharge is an involuntary termination of employment that is not due to a reduction in force. Discharges shall be reviewed by the manager with the Human Resource Division Manager and the Fire Chief before any discharge decision is communicated to the member.

Reduction in Force – Members who are notified and are released from employment due to a reduction in operations, change of operations, or elimination or change in the duties of a position are considered terminated due to a reduction in force. Members will be selected for reduction in force on the basis of and in the following order: (a) documented member performance, (b) special skills or training required by the District, and (c) seniority.

Exit Interview – On or near their last day of work all departing members will be invited to participate in an exit interview. The subjects to be covered in the exit interview include: (a) a review of the member's experiences in the agency with the opportunity to discuss areas of success and areas of improvement. (b) return of District property. The member's manager and Fire Chief will conduct the exit interview. The member will schedule the exit interview.

Final Paycheck – A departing member's final paycheck will have deducted from it any paid time off (e.g. annual or sick leave) that the member used in excess of the accrued amounts available to him or her and shall include the cash amount of any annual leave accrued. The final paycheck shall be available within a reasonable amount of time.

Spokane County Fire District 8

Member Handbook Receipt and Acknowledgement

Every member receives a copy of the Handbook which outlines the current policies and guidelines of the District as well as expectations of members of Spokane County Fire District 8.

The handbook and its contents are not intended to create, nor meant to construe a contract, expressed or implied, between Spokane County Fire District 8 and its members.

The policies are subject to change and exceptions may be made based on specific circumstances, in the best interests of the District, and in compliance with state and federal laws.

This acknowledgement documents that you have received the Handbook and that you understand it is your responsibility to read the material and adhere to the policies and guidelines therein.

Member Signature

Member Name (Please Print)

Date

This acknowledgement will be kept in your personnel file.

Glossary

ADA – The Federal Americans with Disabilities Act which provides for reasonable accommodations in the workplace to allow people with disabilities to apply for and perform their jobs.

At-Will Employee – An employee whose employment is at the will of the employer for an indefinite period rather than for a fixed term, unless covered by a collective bargaining agreement.

Exempt Employee– Employees who, based on duties performed and manner of compensation, are exempt from the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions. Exempt employees are paid an established monthly or annual salary and are expected to fulfill the duties of their positions regardless of hours worked. They are not eligible to receive overtime compensation or compensatory time off, and are not required to adhere to strict time record keeping and attendance for pay purposes.

Flex-time – An alternative work arrangement which allows an employee to work a non-traditional schedule to meet personal needs and is agreed to and worked for a period of time.

FLSA – Federal Labor Standards Act which was enacted in 1938 expanded to cover public employees in 1961 and sets the regulations pertaining to wages, overtime and compensable hours of work.

Non-Exempt Employee – Employees who, based on duties performed and manner of compensation, shall be subject to all FLSA provisions. Because of hourly pay practices, an employee shall be treated as a non-exempt employee subject to FLSA minimum wage and overtime provisions.

Regular Full-time Member – A member appointed to a full-time position who has passed the training period.

Part-time Member–A part-time member is a member who is generally scheduled to work less than 40 hours per week.

Temporary Member –A member hired to work intermittently, for a special project or assignment or hired to work for a period not to exceed 2 years and generally assigned a schedule of 40 hours or less per week. These members are eligible for some mandatory benefits only and receive no leave accruals.

Volunteer Member - A member who donates their time and talent to the agency through volunteering. Members are reimbursed through a points or shift assignment process. Volunteer members are eligible for some mandatory benefits and other benefits as provided by the District.

Training Period – A period of time (sometimes called a probationary period) during which time the members work performance and generally suitability for employment shall be evaluated. The training period must be completed before a member becomes a permanent or regular member.

Spokane County Fire District 8

TEAMWORK GUIDELINES

It is our objective to support each other in our various roles as part of the greater TEAM; by that we will strive to create an atmosphere where our team members are made to feel welcome, valued, listened to and supported.

I/WE WILL:

1. Be on time for scheduled meetings and appointments. If not possible, I will inform the group beforehand why and when I will be there.
2. Inform the affected members, preferably beforehand, of any decision made which affects them and the reasons why.
3. Ensure that new District members are welcomed and informed.
4. Give specific, authentic acknowledgments of "job well done" frequently.
5. Use language and subject matter that avoids the risk of offending the listener/s or detracting from the business at hand.
6. If someone's language, behavior, or performance is a problem to me, using the appropriate skills, confront effectively ASAP, in private, to resolve the issue with respect. I will not talk negatively about the person to others.

7. Give input during the decision making process when given the opportunity.
8. Support decisions behaviorally within the context of the workplace, once they're made, even if I disagree.
9. Give people who are affected by a decision as much input into the decision as possible. If I cannot, I will explain to them later and will live with the consequence of my decision.
10. Solve problems using the appropriate and effective strategies (such as confrontation, problem solving, negotiation, and use of the organizational chain of command).
11. If I need to give vent to strong emotions (externalize), move fairly quickly to problem solving (personalize). I will not vent around others if it will stress them or get in the way of their productivity.
12. Act in a way that reflects positively on the Department, community, and other organizational members.
13. Treat all members with respect for their contributions to the team. If I don't know what another member does, ask them respectfully.
14. Not act on or talk about my assumptions or conclusions, unless I have facts and/or the other side of the story; not spread gossip or rumors and I will discourage and confront others who do so.

15. Not dominate discussions but will be honest and share my genuine feelings, ideas, opinions, agreements and disagreements and help others to do the same.
16. Keep focused on our vision and mission and why we are here; I will maintain my skills to be able to contribute to and accomplish this mission.
17. Understand another person's story, problem, or point of view before I interrupt or draw a conclusion. (Use active listening skills to help them make their point).
18. Be helpful and pleasant in all interactions.
19. Understand that all work is "department work" and is necessary and important. Therefore, I will function in that mode and not as if I'm doing someone else's work for them.
20. Not exhibit "we/they" behavior. We're all in this together, so if I have a problem, I'll solve it rather than blame.
21. Clean up after myself and leave things at least in as good as shape as I found it, (unless unable to do so due to business reasons). This includes replacing equipment, supplies and cleaning common areas.
22. Do my job at a good, solid performance level.
23. Not let personal business and/or calls interfere with my, or anyone else's, performance.

NOTES: