

 **ESPARTO AND CAPAY
VALLEY FIRE
PROTECTION DISTRICTS**

EMPLOYEE HANDBOOK

Esparto and Capay Valley Fire Protection District Employee Handbook

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Chapter 1 Introduction

1.1 Purpose

The purpose of the Esparto and Capay Valley Fire Protection District Employee Handbook is to establish policies, procedures and guidelines governing District personnel, employment, and related matters. This Handbook describes the District's principal employment policies, procedures and guidelines. Employees should understand that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the District or its employees. This Handbook supersedes and replaces all previous employee handbooks, personnel policies, practices and guidelines, except for any written employment contract.

1.2 Organization

The Districts were formed by the Yolo County Board of Supervisors. The Board of Commissioners sets the budget and policies of the District and oversees the conduct of the District Fire Chief. The District Fire Chief reports to the Board, receives direction on policies from the Board, and supervises the District staff and volunteers.

1.3 Employment Contracts and Law

This Handbook applies to all District employees, including those with an employment contract. If there is an irreconcilable conflict between a provision of this Handbook and an employment contract, the contract shall prevail. If there is an irreconcilable conflict between a provision of this Handbook or an employment agreement and any applicable federal or state law, the law shall prevail.

1.4 Amendments

This Handbook may be amended at any time by the District's Board of Commissioner's. The District reserves full discretion to add to, modify, or delete provisions of this Handbook and other employment policies, procedures, work rules or benefits, at any time and without advance notice. No individual other than the Board has the authority to modify or amend this Handbook. Any such modification must be in writing.. Employees will be notified of modifications to the Handbook before the effective date.

1.5 Administration of Rules

This Handbook, while attempting to be comprehensive, cannot anticipate every issue or problem that may arise during employment. The Fire Chief is designated as the District's Personnel Manager and he or she shall be responsible for the administration of the rules and policies set forth in this Handbook, subject to the direction of the Board. The Fire Chief, in his or her discretion, may delegate any of his or her authority set forth in the Handbook, as he or she may deem appropriate or necessary.

1.6 Severability

If any section, paragraph, or provision of this Handbook is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of the remaining sections, paragraphs, and provisions.

1.7 Acknowledgment

Workers must sign the acknowledgment form at the back of this Handbook, remove it, and return it to the Fire Chief. This will provide the District with a record that each worker has received this Handbook.

Chapter 2 Definitions

“Abuse of any legal drug” means the use of any legal drug for (i) any purpose other than the purpose for which it was prescribed or manufactured; or (ii) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer or the employer.

“Board” or “Board of Commissioner’s” means the Board of Commissioners of the Fire District.

“Employee” means all District employees, including regular, part-time, and temporary employees, unless the context provides otherwise.

“Handbook” means this District Employee Handbook, as the same may be amended from time to time.

“Illegal drug” means any drug or substance that (i) is not legally obtainable; (ii) is legally obtainable but has not been legally obtained; or (iii) has been legally obtained but is being sold, used or distributed unlawfully.

“Immediate family” means the employee’s spouse, domestic partner, cohabitant, child, stepchild, grandchild, foster child, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, half-brother, half-sister, step-sibling, grandparent, great grandparent, aunt, uncle, niece, nephew and first cousin.

“Legal drug” means any drug, including any prescription drug and over-the-counter drug, that has been legally obtained and that is not unlawfully sold, used, or distributed.

“Fire Chief” means the Fire Chief of the District or his or her designee.

 duty” means any time when the interests of the District may be adversely affected by an employee who is under the influence of or impaired, any time the employee working a scheduled shift, on District premises, operating a District vehicle or equipment, or conducting or performing District business, regardless of location.

“Representing the District” means any time an employee or volunteer is identifiable as an Esparto or Capay Valley Fire Department member and/or acting on behalf of the District. Common examples are; dressed in a Department uniform, wearing a visible Department work shirt or other apparel, driving a vehicle with Fire Department markings, communicating on a District phone or electronic account such as email or social media, or using a personal social media account when the user profile contains photographic or other references identifying the user as a member of the Esparto or Capay Valley Fire Department.

“Possession” means that an employee has the substance on his or her person or otherwise under his or her control.

“Regular Employee” means a regular full-time employee and a regular part-time employee working in a regular position authorized by the Board. A full-time employee means an employee who is regularly scheduled to work 40 or more hours per workweek. A part-time employee means an employee who is regularly scheduled to work fewer than 40 hours per work week.

“Shift Personnel” means a regular full-time employee hired as a firefighter and assigned to work any 24 hour staffing model. Common staffing models are 48 hours on shift followed by 96 hours off, 72 hours on shift followed by 96 hours off, or 24 hours on shift followed by 48 hours off shift.

“Temporary Employee” means an employee hired for a specific purpose for a limited period of time or an employee who works on an on-call or as-needed basis. A temporary employee may work part-time or full-time.

“Volunteer Firefighter” means a person who is registered as a volunteer firefighter with the Fire District.

“Worker” means employees and volunteer firefighters.

Chapter 3 General Policies

3.1 At-Will Service

Unless otherwise provided by a written employment contract approved by the Fire Chief, all employment and volunteer service with the District is “at will,” meaning that both the employee or volunteer firefighter and the District have the right to terminate employment or volunteer service at any time with or without advance notice, and with or without cause. No one other than the Fire Chief has the authority to alter this arrangement, to enter into an employment contract, or to make any contract contrary to this policy, and any such contract must be in writing and must be signed by the Fire Chief.

3.2 Equal Employment and Non-Discrimination

3.2.1 The Fire District is an equal employment opportunity employer, and employment/volunteer service decisions are made on the basis of merit, experience, and other bona fide occupational qualifications. The District is committed to complying with all applicable laws providing equal employment opportunities. District policy prohibits unlawful discrimination based on race, color, creed, sex, gender, gender identity, gender expression, military or veteran status, religion, marital status, age (over 40), national origin or ancestry, physical or mental disability, medical condition (including genetic information/characteristics), actual or perceived sexual orientation, request for family care leave, request for leave for an employ’s own serious health condition, request for pregnancy disability leave, retaliation of reporting patient abuse in tax-supported institutions, or any other consideration made unlawful by federal, state or local laws; provided, however, that the District may make employment/volunteer service decisions on the basis

of bona fide occupational qualifications when permitted by law. This policy applies to all persons involved in the operation of the District, including employees, volunteer firefighters, directors, other officers, contractors, consultants, and vendors. This policy applies to all areas of employment and volunteer service, including recruitment, hiring, training, promotion, transfer, termination, reduction in force, compensation, and other benefits.

3.2.2 In order to comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Fire Chief and request such an accommodation. The applicant or employee with a disability should, if known, specify what accommodation he or she desires in order to perform the essential functions of the job. The District will meet with the employee and consider and identify possible accommodations, if any, that would allow the applicant or employee to perform the essential functions of the job. If the accommodation is reasonable and will not impose an undue hardship, the District will make the accommodation.

3.2.3 Any applicant or employee who believes that he or she has been subjected to any form of unlawful discrimination may provide a written complaint to the Fire Chief, Board Chair or other member of the Board of Commissioners. Complaints of discrimination shall be filed and processed pursuant to the complaint procedure set forth in the District's anti-harassment policy (see section 3.3). The District will undertake immediately an effective, thorough and objective investigation, and attempt to resolve the complaint. If the District determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The District will not retaliate against an applicant, employee or volunteer firefighter for filing a complaint and will not knowingly permit retaliation by other employees or co-workers.

3.3 Anti-Harassment

3.3.1 General Rule and Prohibition.

3.3.1.1 The District is committed to providing a work environment free of unlawful harassment. District policy prohibits discriminatory insult, intimidation and harassment due to or based on race, color, creed, sex, gender, gender identity, gender expression, military or veteran status, religion, marital status, age (over 40), national origin or ancestry, physical or mental disability, medical condition (including genetic information/characteristics), actual or perceived sexual orientation, request for family care leave, request for leave for an employ's own serious health condition, request for pregnancy disability leave, retaliation of reporting patient abuse in tax-supported institutions, or any other basis protected by federal or state law (the "protected bases"). Any incident of discriminatory insult, intimidation or harassment in any form should be reported promptly pursuant to the complaint procedure set forth below for investigation and appropriate action.

3.3.1.2 Prohibited unlawful harassment includes, but is not limited to, the following behavior and conduct: (1) verbal conduct (such as epithets, vulgar or profane language, or

derogatory jokes, comments or slurs) that disparages, abuses, insults, intimidates or harasses another person based on or related to a protected basis; (2) visual conduct (such as derogatory and/or offensive memos, e-mail messages, posters, photography, cartoons, calendars, drawings, staring or gestures) that disparages, abuses, insults, intimidates or harasses another person based on or related to a protected basis; (3) physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work based on or related to a protected basis; and (4) retaliation for having reported or threatened to report harassment. Unlawful harassment also includes sexual harassment as defined below.

3.3.1.3 This policy applies to all persons involved in the operation of the District, including employees, volunteer firefighters, commissioners, other officers, contractors, consultants and vendors. This policy applies to all areas of employment and volunteer service, including recruitment, hiring, training, promotion, transfer, termination, reduction in force, compensation, and other benefits.

3.3.1.4 Harassment in violation of this policy in the workplace or in the course and scope of work by any person in any form is prohibited. If the harasser is a District employee, volunteer firefighter, director, other officer, contractor, consultant or vendor, violation of this policy will subject the harasser to discipline as provided below.

3.3.2 Sexual Harassment

3.3.2.1 Sexual harassment is one particular form of harassment prohibited by this policy. Prohibited sexual harassment includes, but is not limited to, the following behavior and conduct: (1) unwelcome sexual flirtations, propositions, advances or invitations; (2) verbal or written abuse or insult of a sexual nature; (3) requests for sexual favors; (4) graphic comments about an individual's body; (5) sexually degrading words used to describe an individual; (6) the display of sexually suggestive or explicit words, objects or pictures; (7) threats or demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss; (8) offers of employment enhancement, advantages or benefits in return for sexual favors; and (9) other verbal or physical conduct of a sexual nature that creates an intimidating, hostile or offensive working environment.

3.3.3 Implementation. The District shall implement this policy as follows:

3.3.3.1 The Fire Chief shall be responsible for maintaining a workplace free of sexual and other harassment. This responsibility includes discussing this policy with his or her workers and assuring them that they are not required to endure insulting, degrading, or exploitative treatment or any other form of harassment.

3.3.3.2 The District shall post all legally required informational posters on the employee bulletin board, including but not necessarily limited to the federal "Equal Opportunity is the Law" and state "Harassment or Discrimination in Employment is Prohibited by Law" anti-harassment posters.

3.3.3.3 The District shall distribute a copy of this policy and the State Department of Fair Employment and Housing information sheet ("Sexual Harassment is Forbidden by Law") to all

existing employees and volunteer firefighters, and, as hired, to all new employees and volunteer firefighters.

3.3.3.4 In accordance with California State law, all employees of the District will undergo mandatory sexual harassment training every two years.

3.3.4 Complaint Procedure.

3.3.4.1 If an employee or volunteer firefighter believes that he or she has been unlawfully harassed, or if a worker is aware of or suspects the occurrence of harassment, the employee should contact a supervising officer immediately and the issue should be brought to the Fire Chief. An employee may choose to contact the Fire Chief directly. In the event that the Fire Chief is the subject of the complaint, the employee should contact the Chair of the Board of Commissioners or another Board member.

3.3.4.2 A complaint should include the following information: (1) name of complainant; (2) name or names of alleged harasser(s); (3) nature of harassment, with specific explanations and examples; (4) name or names of any witnesses; any (5) supporting documents; and relevant dates and times. All complaints, written or verbal, will be treated seriously. The District will not retaliate against a complainant for filing a complaint and will not tolerate or permit retaliation by other employees or co-workers.

3.3.4.3 The District will immediately undertake an effective, thorough, and objective investigation of the harassment allegations. All interviews with witnesses and parties will be conducted in private. The investigator will attempt to identify and interview all persons involved, including the complainant, all possible witnesses, and the alleged harasser. The interviewer will take notes of all interviews.

3.3.4.4 If the District determines that unlawful harassment has occurred, effective remedial and/or disciplinary action will be taken in accordance with the circumstances involved. Any employee, volunteer firefighter, officer, contractor, consultant, or vendor determined by the District to be responsible for unlawful harassment will be subject to appropriate disciplinary action up to and including termination. The District will advise the complainant that their allegations were substantiated, not substantiated, or unfounded, but will not disclose any discipline that resulted from the investigation.

3.3.4.5 Employees and volunteer firefighters also should be aware that the Federal Equal Employment Opportunity Commission and the State Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination, or retaliation in employment. If you believe you have been harassed, discriminated against or that you have been retaliated against for resisting or complaining about harassment or discrimination, you may file a complaint with the appropriate agency directly:

California Department of Fair Employment and Housing
2218 Kausen Drive Suite 100
Elk Grove, CA
1-800-884-1684

contact.center@dfeh.ca.gov
<https://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission
450 Golden Gate Avenue 5 West
P.O. Box 36025
San Francisco, CA 94102-3661
1-800-669-4000
<http://www.eeoc.gov/employees>

3.4 Family Care/Medical and Pregnancy Leave

3.4.1 Under the California Family Rights Act of 1991 and federal Family and Medical Leave Act of 1993, District employees may be entitled to an unpaid family care and medical leave of up to 12 work weeks in any 12-month period. To be eligible for leave, an employee must have (1) worked for the District at least 1,250 hours during the 12 months immediately preceding commencement of the leave, (2) worked for the District for at least 12 months, which need not be consecutive, and (3) be employed at a worksite where the District employs at least 50 employees within 75 miles of the worksite. Family care and medical leave may be taken for the birth of a child of an employee, placement of a child with an employee in connection with an adoption or foster care, or serious illness of a child of an employee; care for a parent or spouse who has a serious health condition; or, the employee's own serious health condition that makes the employee unable to work. If the District grants a request for family care and medical leave, the employee is guaranteed reinstatement to a position with the same or similar duties and pay and at the same or similar geographic location upon the termination of the leave, with no loss of seniority or longevity.

3.4.2 Even if ineligible for family care and medical leave, a female employee who is disabled by pregnancy, childbirth or related medical conditions may have a right to a pregnancy disability leave under the state Fair Employment and Housing Act. Female employees may take up to four months of pregnancy leave, depending upon the period(s) of the employee's actual disability. When medically necessary, pregnancy disability leave may be taken in intermittent periods, so long as the total leave taken does not exceed four months. Pregnancy disability leave runs concurrently with any family care and medical leave under federal law taken for disability arising from pregnancy, childbirth, or related medical conditions, but pregnancy disability leave and family leave under state law do not run concurrently. If the female employee also is eligible for state family leave, the employee may be entitled to take both a pregnancy disability leave and a state family leave for reason of the birth of a child.

3.4.3 When the need for leave is foreseeable, the employee must provide at least 30-days advance notice of the need for leave under this section, and, for a planned medical treatment or supervision, you must make a reasonable effort to schedule the leave to avoid disrupting District operations.

3.4.4 The District may require certification from your health care provider or the health care provider of your child, parent, or spouse, as applicable, to support the request for leave. As a condition of reinstatement following a leave under this section because of the employee's own health

condition, the District may require the employee to submit a medical certification from the employee's doctor or health care provider stating that the employee is able to return to work.

3.4.5 For any family care and medical leave under this section, the employee must first exhaust all of his or her accrued vacation time and other paid accrued time off, and, for a leave relating to the employee's own serious health condition, accrued sick leave. Such paid leave will count toward the total leave allowed under this section.

3.4.6 There are certain exceptions to eligibility for a family care and medical leave and the District is permitted to deny a request for leave under certain circumstances. In particular, the District has a right to deny any request for family care and medical leave due to the small size of the District work force.

3.4.7 The District will continue to maintain the employee's coverage under the District's group health, vision, life benefits during any period of leave approved under this section. Sick leave and vacation benefits will not accrue during period of any leave under this section.

3.4.8 If you want more information regarding eligibility for leave under this section, please contact the Fire Chief. Family care and medical leave and pregnancy leave will be provided pursuant to applicable federal and state laws. If there is any conflict between this District policy and federal or state law, the law shall govern.

3.5 Drug and Alcohol Policy

3.5.1 Purpose and Intent. The District intends to maintain a workplace that is free of drug and alcohol abuse by its employees. The District has a vital interest in maintaining safe and efficient working conditions for its employees and volunteer firefighters. Employees and volunteer firefighters who are under the influence of drugs or alcohol on the job compromise the District's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other workers, delays in the completion of jobs, inferior quality of service, and disruption of customer service and relations. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its workers and others, and to protect its operations, property and equipment, the District has established and intends to enforce this drug and alcohol policy. Each worker shall comply with this policy. This policy, and the distribution of it to District workers, constitutes the District's drug free awareness program.

3.5.2 Prohibited Acts. The following acts are prohibited and may subject a worker to discipline:

3.5.2.1 The on-duty use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug.

3.5.2.2 Being under the influence of or impaired by an illegal drug while on duty.

3.5.2.3 Being under the influence of or impaired by alcohol while on duty.

3.5.2.4 The abuse of any legal drug while on duty.

3.5.2.5 The on-duty purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal drug in a manner inconsistent with law.

3.5.2.6 Being on duty while impaired by the use of a legal drug whenever such impairment might: (a) endanger the safety of the worker or some other person; (b) pose a risk of significant damage to District's property or equipment; or (c) adversely interfere with the worker's job performance or the efficient operation of the District's business or equipment.

3.5.3 Discipline. Any violation of this policy may result in discipline, up to and including dismissal. The Fire Chief also may choose to require a worker who violates this policy to participate in and satisfactorily complete a drug abuse assistance, rehabilitation, or counseling program.

3.5.4 Conviction for Drug-Related Offense. A worker who is convicted under a federal or state criminal drug statute relating to any conduct prohibited by this policy will be deemed to have violated this policy. Upon receiving notice of a conviction of a worker for any such violation, the District shall either (a) take appropriate disciplinary action in accordance with this policy, and/or (b) require the worker to participate in and satisfactorily complete a drug abuse assistance, rehabilitation or counseling program. Workers shall notify the Fire Chief of any conviction under a criminal drug statute.

3.5.5 Counseling and Rehabilitation Programs. Upon request by any worker, the Fire Chief, or his or her designee, will consult with and advise a worker about any available drug abuse assistance, rehabilitation, or counseling programs.

3.6 E-Mail/Internet/Computer Use

3.6.1 The District uses various forms of electronic communication and equipment including, but not limited to computers, modems, telephones, voice mail, fax machines, Internet, and e-mail. All electronic communications, including all software and hardware, are and shall remain the sole property of the District. All messages sent and received through District accounts, including any personal messages, and all data and information stored on the District's computer systems are the District's property regardless of the content.

3.6.2 Electronic communications shall not be used in any manner that would (a) be discriminatory, lewd, derogatory, defamatory, disparaging, sexually explicit, harassing, threatening or obscene, (b) constitute copyright, trademark infringement or misappropriation of trade secrets, or (c) be for any other purpose which is illegal, against District policy or not in the best interests of the District.

3.6.3 Workers shall not install personal software in District computer systems without the express authorization of the Fire Chief or their designee. All software on any District computer system which is used for mission critical purposes including but not limited to word processing, regulatory compliance, District communication, or record-keeping must be licensed to the District. This work is to be done on District computers, and no use of a personal computer or storage of District files on a personal computer shall be permitted except without express written authorization by the Fire Chief or their designee. All electronic information created by any worker using any means of electronic communication is the property of the District and shall remain the property of the District. Workers should understand that they have no right or expectation of privacy with respect to any messages or information created or maintained on the District's computer systems, including personal information or messages. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the District's ownership of, or ability to access the electronic information. Workers must receive advance written approval from the Fire Chief before inputting any password.

3.6.4 The District reserves the right to enter, access, search, monitor, review, copy and/or retrieve electronic files, messages, e-mail, voice mail, history of Internet usage, and any other type of electronic file or information on any District-owned device, without notice, for any legitimate business purpose, including, but not limited to, ensuring that there is no misuse or violation of District policy or any law, investigating theft, and monitoring disclosure of District information. The District may override personal passwords if it becomes necessary or appropriate to do so for any reason.

3.6.5 All electronic communications, including e-mail, access to the Internet, and other types of District-paid computer access, are to be used only for District-related business and not for any personal use.

3.6.6 Any worker who misuses the District's electronic communications, or otherwise violates this policy, will be subject to discipline, up to and including termination

3.7 Violence in the Workplace

3.7.1 Statement of Policy. The District recognizes that workplace violence is a growing concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, volunteer firefighters, officers, consultants, contractors, vendors, customers, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, as part of this policy, the District seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence prior to any violent behavior occurring. The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

3.7.2 Workplace Violence Defined. Workplace violence includes, but is not limited to, the following: (a) threats of any kind; (b) threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others; (c) other behavior that suggests a propensity towards violence, including belligerent speech, excessive arguing or swearing, sabotage,

or threats to sabotage District property, or a demonstrated pattern of refusal to follow District policies and procedures; (d) defacing District property or causing physical damage to the facilities; or (e) bringing weapons or firearms of any kind on District premises, in District parking lots, or while conducting District business.

3.7.3 Reporting. If any worker observes or becomes aware of any of the above-listed actions or behavior by any person in or around the District premises or otherwise in connection with District business, he or she should notify the Fire Chief immediately. Workers also should notify the Fire Chief if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

3.7.4 Investigation. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. The District will not tolerate retaliation against any worker who reports workplace violence.

3.7.5 Corrective Action and Discipline. If the District determines that workplace violence has occurred, effective remedial action and/or discipline will be taken in accordance with the circumstances involved. Any worker, officer, contractor, consultant, or vendor determined by the District to be responsible for workplace violence will be subject to appropriate disciplinary action up to and including termination.

3.8 Use of Personal Automobile

3.8.1 Employees working in a position with a job description requiring the use of a personal automobile may be required to use their personal automobile on District business. Such employees periodically will be required to show proof of a valid California Driver's License and current insurance. They also will be required to have a good driving record, which will be checked on an annual basis. If the driving record shows the employee to be an "at-risk" driver, it may result in reclassification into a different position or termination.

3.8.2 All volunteers are advised that while using their personal vehicles they are subject to all provisions of the California Vehicle Code

3.8.3 Any volunteer driving a personal vehicle in response to an emergency call shall respond directly to the closest fire station, park in a provided area, and provide staffing to available apparatus.

3.8.4 The District assumes no responsibility or liability for personal vehicles used by volunteers responding to the station or direct to a call. The District assumes no responsibility for personal vehicles parked at the scene of a call while the vehicle owner provides aid. All use of personal vehicles enroute to or from or during provision of emergency service is done at the risk of the vehicle owner.

3.9 Dress Code

3.9.1 Each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with their job description. All clothing should be neat, clean, safe and functional.

3.9.2 Hair must be worn so as not to preclude the proper wearing and performance of the approved department safety helmet or the proper sealing of face masks on self-contained breathing apparatus.

3.9.3 Facial hair similarly must not preclude the proper sealing of face masks during use of self-contained breathing apparatus

3.10 Code Of Conduct

3.10.1 Purpose and intent: To define the expectations placed on employees or volunteers while performing the duties of a member of the Esparto or Capay Valley Fire Department member, or while representing the District. Violation of this code of conduct is subject to disciplinary action up to and including termination.

3.10.2 All employees or volunteers of the District shall be civil, orderly and courteous, and shall not use coarse, insensitive, abusive, violent, or profane language.

3.10.3 All employees or volunteers of the District shall not utilize any portion of the District's property, equipment name, or good will for personal gain. Any utilization of the above must be for the sake of fire prevention, the betterment of the organization, and/or fire protection activities.

3.10.4 Lewd or lascivious behavior is not acceptable.

3.10.5 Discrimination or discriminatory comments based on race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition, or handicap will not be tolerated.

3.10.6 No member of the District shall accept any gratuity, discount, or remuneration from any business, person, or entity based upon their position or membership with the Fire District. This includes but is not limited to such items as discounts or provision of goods or services at local establishments. This prohibition shall not apply to any formal marketing activity by a business, person, or entity that provides discounts based upon membership in social, fraternal, or professional organizations that the member may be in as an affiliation with a position with the Fire District, or to discounts provided and advertised equally to all first responders.

3.11 Social Media Policy

3.11.1 The District recognizes that many volunteers and employees use various social media platforms such as Twitter, Facebook, and Instagram to name a few, and recognizes that this

form of communication is commonplace, popular, and sometimes necessary. However, use of social media constitutes a means of communication with the public which is still subject to the policies outlined in this document such as Code of Conduct, HIPAA, Violence in the Workplace, Anti-Harassment and others. An employee or volunteer posting about District business or practices is identifiable as a member and therefore falls into the category of “representing the District” as defined in Chapter 2. If members use social media, they must abide by the policies outlined in this document. If you are uncertain about the appropriateness of a social media posting, check with the Fire Chief. Do not post any comment or picture involving an employee, volunteer or client of our organization without express consent from the Fire Chief

3.11.2 If you post any comment about our organization, you must clearly and conspicuously state that you are posting in your individual capacity and that the views posted are yours alone and do not represent the views of our organization. Any posting not previously approved by the Fire Chief is solely the responsibility of the individual.

3.11.3 All postings on social media must comply with policies on confidentiality and disclosure of proprietary information. If you are unsure about the confidential nature of information you are considering posting, consult the Fire Chief.

3.11.4 Be aware that you are responsible for what you write or present on social media. You or the District could be subject to legal action by other members or any individual that views your social media posts as defamatory, harassing, libelous, or creating a hostile work environment.

3.11.5 Violation of this policy may lead to discipline up to and including the immediate termination of employment or separation from the District.

3.12 Personal Communication

Reasonable personal communications during working hours will be permitted to allow employees to take care of immediate family and personal needs and personal business that must be attended to during District working hours. Employees must keep non-work-related communications to a minimum.

3.13 Safety

Each worker must comply with the District’s injury and illness prevention plan and related safety rules.

3.14 Privacy and Confidentiality

An employee’s personnel file and other personal matters will be kept in confidence by the District unless there are valid business reasons to provide the information to a third party or the release is required by law. Employees will be allowed to inspect their personnel file upon reasonable request. The District reserves the right to inspect the employees’ desks, lockers or other equipment furnished by the District at any time. There is no right to privacy by the employee in any area of the workplace or any property owned or under the control of the District.

Chapter 4 Employee Hiring and Related Practices

4.1 Job Classifications and Positions

The District maintains the following job classifications: introductory employees, regular employees (including full-time and part-time) and temporary employees (including student interns). In the Chief's discretion, some employees may hold employment pursuant to a written employment contract. Every regular job position in the District has a specific job description. Employees should familiarize themselves with the job description for their job as certain personnel policies may or may not apply to a particular job position.

4.2 Vacancies

When a vacancy occurs in an authorized position, the Fire Chief may fill the vacant position with an existing District employee, who is both qualified for the position and willing to accept the employment change, leave the position vacant, or fill the vacancy with a person who is not currently a District employee.

4.3 Announcements

When recruiting to fill a vacancy or a new position, the Fire Chief shall announce the position by posting a job announcement on the District's bulletin board and by any other method(s) the Fire Chief deems appropriate for recruiting qualified applicants. Minimum qualifications of education, experience and other criteria for the open position will be defined in the approved job description for the position.

4.4 Applications

Applicants shall submit a complete application in a form and manner as specified by the Fire Chief, together with such other information as may be required by the Fire Chief. The District must receive applications not later than the final filing date, if any, shown on the job announcement.

4.5 Disqualification

The Fire Chief may disqualify an applicant for any of the following reasons: (a) failure to demonstrate that the requirements or qualifications established for the authorized position have been met; (b) conviction of a felony or misdemeanor of such a nature as to have an adverse effect on the applicant's ability to perform the duties of the position, or which resulted in imprisonment; (c) false statement of fact or actual or attempted misrepresentation, deception, fraud, or misconduct on an application, or during an interview or examination; (d) interference with or attempt to interfere with the fair, equitable and orderly conduct of an interview or examination process; (e) being tardy or failing to appear for an interview or examination; or (f) any other reasonable grounds for disqualification as determined by the Fire Chief. Whenever an application is rejected, written notice shall be given to the applicant. The District generally shall not give any reasons for the rejection. Incomplete or deficient applications may be returned to the applicant for amendment.

4.6 Examination of Applicants

The Fire Chief may provide for interviews and/or examinations of qualified applicants. Examinations, if conducted, may consist of written, oral, performance, and/or physical agility tests as determined by the Fire Chief. Interviews and examinations, if any, will be scheduled by the Fire Chief as the need requires, and may be postponed, canceled, or extended by the Fire Chief. If the District conducts a background investigation of an applicant, the investigation shall comply with applicable provisions of the Investigative Consumer Reporting Agencies Act (Civil Code Sections 1786-1786.53).

4.7 Appointment

The position of Fire Chief shall be filled by Board appointment. All other positions shall be filled by appointment by the Fire Chief. A new employee will be subject to the District's fitness for duty policy. 

4.8 Training Attendance

Volunteer firefighters are required to attend at least 50% of the regularly scheduled volunteer trainings per year. Attendance will be tracked annually and when a member falls below the minimum attendance threshold they will be subject to progressive discipline up to and including separation from the District.

4.9 Proof of Right to Work

Under federal law, all new hires must produce original documentation establishing their identity and right to work in the United States. Within three business days after commencing work with the District, all new hires must satisfactorily complete Immigration and Naturalization Service form I-9 with appropriate documentation showing that the applicant has the right to work in the United States.

4.10 Fitness for Duty Exam

4.10.1 **Policy Objectives.** Pre-employment medical examinations and reviews shall be conducted to achieve the following objectives: (a) to ensure that all new employees are medically and physically able to perform their job duties; (b) to ensure that every new employee's health and safety is not at risk or impaired with respect to his or her job; (c) to minimize the exposure to financial liability arising from medically identifiable deficiencies; and, (d) to document the physical and medical condition of new employees as they begin employment with the District.

4.10.2 **Designated Medical Provider.** The Fire Chief shall select a licensed medical clinic, doctor, or other health care provider to conduct the pre-employment medical review and exam under this policy (the "Medical Provider"). All expenses of the Medical Provider in implementing this policy shall be paid by the District. The Medical Provider will administer the medical review and exams in a professional, timely and confidential manner.

4.10.3 Pre-Employment Medical Review and Exam Requirement. All offers of employment with the District shall be subject to the acceptable results of a pre-employment medical review and examination of the applicant as provided in this policy. The applicant must submit to a physical examination and the Medical Provider must determine whether the applicant is medically and physically fit to perform the essential functions of the position applied for, and can perform such functions without posing a direct threat to the health or safety of others in the workplace. The Fire Chief may waive the pre-employment medical review and examination for short-term temporary employees.

4.10.4 Job-Related Qualification Standards. The Fire Chief shall establish job-related physical standards and qualifications regarding performance of the essential functions for each job classification, including, but not necessarily limited to, standards for height, weight, strength, and medical and physical health. An applicant's failure to achieve and maintain one of these standards as established by the Fire Chief will result in disqualification from employment. The Fire Chief will supply the Medical Provider with the job classifications and standards and qualifications for all positions subject to this policy.

4.10.5 Forms. The Fire Chief, in consultation with the Medical Provider, shall determine, prepare, amend, and maintain the forms that are necessary or appropriate to implement this policy.

4.10.6 Medical Exam and Review Components. The Medical Provider, in consultation with the Fire Chief, shall determine the appropriate scope and components of the medical exam and review as appropriate to evaluate the job-related physical standards regarding performance of the essential functions for each job classification. If the medical history, records, or tests indicate a potentially abnormal condition that may relate to an applicant's employment, further tests, examination, or medical records may be ordered by the Fire Chief upon the Medical Provider's recommendation.

4.10.7 Procedure

4.10.7.1 When an applicant has received a job offer contingent upon successful completion of the pre-employment medical review and exam, the applicant will be given the appropriate medical history and consent and release form(s) to complete and sign, instructed regarding the District's pre-employment medical review and exam policy, and advised of the time and location of his or her appointment with the Medical Provider. An applicant who fails or refuses to complete and sign the medical history and consent and release form(s), and/or to appear and submit to the medical examination or any portion of it, shall be disqualified from employment with the District.

4.10.7.2 The medical review and examination shall be conducted by the Medical Provider. The Medical Provider will determine whether, in its judgment, the applicant is medically and physically fit to perform the essential functions of the position applied for, and can perform such functions without posing a direct threat to the health or safety of others in the workplace. The Medical Provider will contact the Fire Chief if further testing or examination is recommended.

4.10.7.3 Upon completion of the medical review and examination and test results, the Medical Provider will immediately forward one copy of the medical examination report forms to the Fire Chief, retaining one copy for the Medical Provider's files. No statement of medical cause or actual detailed test results will be reported to the District. If applicable, the Medical Provider also shall describe the functional limitations of the applicant that may limit the applicant's fitness to perform the position.

4.10.7.4 Upon receipt of the medical examination report forms from the Medical Provider, the Fire Chief will evaluate the information and determine whether the applicant is fit for duty under this policy. The Fire Chief shall then either: (a) approve the applicant for the position applied for; (b) recommend further review and examination by the Medical Provider; or (c) determine that the applicant failed to satisfy the District's pre-employment medical review and examination policy, in which case the employee shall be disqualified from employment with the District (subject to the appeal process and qualified disability provisions below). The Fire Chief shall immediately inform the applicant of the determination. If the determination is disqualification, then the applicant also shall be notified of the appeal procedure below.

4.10.8 Appeal

4.10.8.1 If an applicant is disqualified from employment for failing to satisfy the District's pre-employment medical review and examination policy, he or she may file a written request through the Fire Chief for a review of his or her disqualification. The request must be submitted to the Fire Chief within five working days after the applicant is notified of the disqualification. If the applicant fails to timely request a review under this subsection, then the disqualification shall be final.

4.10.8.2 After filing a timely appeal, the applicant may submit additional information regarding his or her medical condition, including a report by an independent licensed medical clinic, doctor, laboratory, or other medical provider. The additional information must be submitted within 15 days of the date of the appeal. The information provided must be relevant to the nature and extent of the medical condition(s) that relate to the applicant's disqualification. The applicant shall pay all costs and expenses relating to any independent medical examination or report.

4.10.8.3 Additional medical information provided by the applicant then will be submitted to the District's Medical Provider for its review and determination whether, in light of the additional information, any change in the Medical Provider's initial report is warranted. If the Medical Provider, after reviewing the information, reverses its earlier report, then the applicant will be approved for the position applied for. If the Medical Provider affirms or upholds its earlier report, then the disqualification shall be final.

4.10.9 Qualified Disability. If the applicant is determined to be unfit for employment with the District, and if the unfitness is a result of a qualified disability under federal and/or state law, the District may investigate whether the applicant can perform the essential functions of the position with reasonable accommodation that would not impose an undue hardship on the District, or whether the applicant may be hired to work in a restricted capacity in a particular position so that the best interests of the District and applicant are served.

4.10.10 Confidentiality. The forms and results of the pre-employment medical review and examination shall be treated confidentially, kept separate from the regular personnel files, and made available only to the Fire Chief, District's attorneys, and other District officers who have a clear business reason to know the information. The forms and results will not be released to anyone else without the consent of the applicant or by court order.

4.10.11 Applicability and Exemptions. This policy shall apply to all new regular District employees (unless waived pursuant to section 4.9.3). It shall not apply to Commissioners, or independent contractors.

4.11 Probationary Period

4.11.1 Before employing a person as a regular employee, the District shall employ that person as a probationary employee for a period of 6 months. The probationary period is a step in the District's hiring process. It allows the probationary employee and the District an opportunity to determine if this is the right job for this person and the right person for the job. The District will use the probationary period as part of its hiring process to continue its assessment of an applicant for regular employment. The probationary employee's supervisor will prepare a written performance evaluation for the employee just prior to the expiration of the probationary period.

4.11.2 At any time during the probationary period, the probationary employee or the District may terminate the employment relationship with or without cause, without complying with the procedures set forth in chapter 8, without recourse to the grievance procedure set forth in chapter 9, and without prior notice. The Fire Chief shall provide written notice of termination to the probationary employee.

4.11.3 Completion of the probationary period shall not alter the at-will nature of employment. Following satisfactory completion of a probationary employee, the employee's employment status shall remain at-will; however, termination of employment will be subject to the procedures set forth in chapter 8 and the employee may utilize the grievance procedure in chapter 9.

4.12 Employee Performance Evaluation

An employee's supervisor will prepare an annual written performance evaluation for each regular employee. Performance evaluations may also be prepared at any other time the Fire Chief or the employee's supervisor deems appropriate. All performance evaluations become a permanent part of the employees' records. Upon completion of the performance evaluation, a meeting shall be held between the employee and his or her supervisor to discuss the employee's performance and to assist in developing the employee's maximum potential within District service. The employee shall have the right to attach his or her comments to the performance evaluation and shall place it in his or her personnel file.

Chapter 5 Temporary Employees

5.1 General

The District may hire temporary employees from time to time as needed. In cases of emergency, the Fire Chief may hire a temporary employee or employees without complying with the ordinary hiring process; provided, however, that the term of any such employment shall not

exceed one week. The Fire Chief shall determine the terms and conditions of each temporary employee's employment. A temporary employee may serve on an on-call, as-needed basis, or may be hired for a specific project or period of time.

5.2 Special Rules

The following policies shall apply to temporary employees: (a) they shall have no right to, or expectation of, re-employment after the term of such temporary employment; (b) they shall serve at will and be terminable at any time, with or without cause; (c) their term of employment shall cease when the Fire Chief determines there is no longer a need for such temporary employees; (d) they shall receive no employee benefits other than wages, except as otherwise required by law; and (e) chapters 8 and 9 shall not apply to temporary employees.

Chapter 6 Employment Hours, Leaves, Vacations & Holidays

6.1 Hours of Work

6.1.1 Employees Hours of Work District office hours and normal full-time working hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, each job position may have a daily and weekly hourly work schedule that may differ from that of the normal office hours. These hours also may change due to the seasonal nature of the work. Therefore, each job description will state the regular hours of work; however, the District reserves the right to make reasonable changes with reasonable notice to accommodate emergencies and/or changes of workload due to changing conditions. The District workweek for non-Shift Personnel shall begin at 12:01 a.m. on Sunday morning and end at 12:00 Midnight on Saturday night each week, unless otherwise determined by the Fire Chief.

6.1.1.1 Employees may take up to a 60-minute, but not less than 30-minute meal break and a 15-minute rest period for every four hours worked. For Non-Shift Employees the rest periods shall be paid time and counted as hours worked. The lunch breaks shall be unpaid time and not counted as hours worked. For Shift Employees, all hours on shift shall be paid and counted as hours worked.

6.1.2 Shift Personnel Hours of Work The work period for shift personnel shall be a 14-day period as determined by the Fire Chief. Shift Personnel shall work an average 53-hour work week in a 14-day pay period. The shift schedule shall be determined by the Fire Chief. The District shall comply with the Fair Labor Standard Act (FLSA) section 7(k) for shift personnel.

6.1.2.1 Shift personnel may be allowed to trade shifts for which they are able to secure another qualified personnel to work in their place, provided that the trade is approved by the Fire Chief. The District is not responsible for the repayment of the traded time, it is between the personnel trading the time.

6.2 Payroll Administration

6.2.1 The District pay periods shall be bi-weekly. The District paydays shall be every other Friday of each month (which will cover pay for the preceding two week pay period). The District will make proper payroll deductions and withholdings as required by law, for employee benefits or as requested by the employee and approved by the District. Any change of residence

address or other payroll information should be reported immediately to the District Secretary or Payroll administrator. Any questions on the District payroll should be directed to the District Secretary.

6.2.2 The District will garnish wages as required by appropriate federal or state agency or court order. If an employee believes that his or her wages have been improperly garnished, he or she should advise the Fire Chief and contact the federal or state agency or court that issued the garnishment order.

6.2.3 Employees terminating employment with the District will receive their final pay on their last day of employment when over 72 hours' notice was given, with less than 72 hours' notice, final pay will be given within 72 hours from time of notice. A final check will be given immediately for any employee being terminated by the District.

6.3 Overtime

6.3.1 Overtime – Non-Shift Personnel

6.3.1.1 Overtime must be authorized in advance by the Fire Chief. Overtime shall be authorized only in those instances when it is essential to the continued operation of the District. For non-shift personnel, overtime is defined as hours worked in excess of 8 hours in a workday. For shift personnel, see section 6.3.2. Salaried positions are exempt from overtime benefits.

 6.3.1.2 Any non-exempt employee who is required to work more than 8 hours in a work day shall receive overtime pay at the rate of one and one-half (1½) times the employee's regular rate of pay. Paid time off for vacations, sick leave, holidays, and compensatory time off (CTO) shall be treated as hours worked for purposes of determining overtime. A full day of any such leave shall be deemed eight hours worked, and hours treated as worked for a partial day of such leave shall be based on actual hours of leave. An employee who works on a holiday shall be deemed, for purposes of overtime, to have worked one and one-half (1½) times the actual hours worked.

 6.3.1.3 Overtime will be compensated in the form of overtime pay, unless the employee signs a consent form authorizing compensatory time off in lieu of overtime pay: "I hereby knowingly consent to compensation for overtime in the form of compensatory time off in lieu of overtime pay. This consent shall remain in effect until withdrawn or superseded by me in writing."

6.3.1.4 Call-Out. If an employee is called out after his or her normal work hours, he/she shall be paid overtime for all time worked during this call-out, with a minimum of two hours for any call-out time.

6.3.2 Overtime – Shift Personnel

6.3.2.1 Shift Personnel shall be on a 14-day work period schedule and be paid every two weeks. Any shift personnel employee who is required to work more than 106 hours in a

14-day work period shall receive overtime pay at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Employees will be compensated for overtime only if the overtime was authorized in advance by the Fire Chief or his or her designee. Shift Personnel overtime will be paid with the first regular payroll following the completion of each 14-day work schedule.

6.3.2.2 Paid and unpaid leave time taken by shift personnel shall not be counted as time worked for FLSA overtime purposes.

6.3.2.3 Shift Personnel shall be compensated for one full hour or actual time worked if greater when working beyond the shift change time as a result of a dispatched incident.

6.3.2.4 Shift Personnel shall be compensated for one hour's call back or actual time worked if greater when called in for duties other than emergency calls. This includes covering for other department stations, Instructing classes, Investigations, Inspections, Admin meetings or as approved by the Fire Chief.

6.3.2.5 Overtime Schedule – Shift Personnel The District agrees to a rotating list for scheduling personnel for overtime shifts. This rotating list shall be maintained by the Fire Chief or Fire Chief's Designee.

6.4 Authorized Leave of Absence

A regular employee may be allowed a leave of absence without pay for acceptable reasons upon the prior approval of the Fire Chief. An employee may be allowed up to six months leave of absence for medical reasons and up to one month leave of absence for leaves relating to non-medical reasons. A leave of absence under this section of over 30 days requires the prior approval of the Fire Chief. Prior to taking a leave of absence under this section, the employee shall have first exhausted all of his or her accrued vacation and compensatory time off. If the leave is requested because of medical reasons, then the employee also shall have first exhausted all of his or her accrued sick leave. An employee who is granted a leave under this section shall not accrue any vacation or sick leave benefits during the period of leave, but shall be entitled to maintain any health, medical or life insurance provided by the District so long as the employee pays his or her proportionate share of the premium(s) while on leave.

While volunteer schedules are by nature flexible, volunteers are expected to communicate with an officer when taking leave of departmental duties. This includes vacations out-of-District as well as in-District leave of absence. If the leave is expected to have a significant impact on overall staffing in the District, notification should also be made to the Fire Chief or their designee.

6.5 Unauthorized Leave

Any employee who is absent for three working days without being on sick leave, vacation leave or other authorized leave of absence, shall be deemed to have automatically resigned his or her employment with the District. An unauthorized absence for a part of the day constitutes an unauthorized absence for an entire day. Nothing in this section shall limit the Fire Chief's authority to discipline or dismiss an employee due to an unauthorized absence. An

employee terminating employment in the manner described in this section will be considered to have voluntarily resigned his or her District employment.

6.6 Holidays

6.6.1 Holidays – 40-hour week Employees

6.6.1.1 The District observes the following standard holidays and provides all regular employees time off with pay at their normal rate of pay:

New Year's Day (January 1)
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Friday after Thanksgiving
Christmas Day (December 25)

6.6.1.2 The District may, at its discretion, require a 40-hour week employee to work on a scheduled holiday and provide pay in lieu of time off. Any regular employee who is required to work on a District holiday shall be compensated at the rate of two and one-half times the employee's regular rate of pay. All other employees required to work on District holiday shall be compensated at their regular rate of pay for actual time worked.

6.6.1.3 Any holiday which falls on a Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday.

6.6.1.4 When a regular day off of any regular employee whose work schedule is other than Monday through Friday falls on a holiday, then, at the Fire Chief's discretion, the employee will be provided with (1) a day off with pay on the day preceding or succeeding the holiday, or (2) eight hours of compensatory time off.

6.6.1.5 Holidays with pay shall be provided for the first 30 consecutive calendar days of any leave with pay. Holiday with pay benefits shall not be provided during any unpaid leave of absence or after the first 30 consecutive days of any leave with pay.

6.6.2 Holidays – Shift Personnel

6.6.2.1 If a holiday falls on a firefighter's shift, there will be no additional time-off or compensation for working the holiday shift.

6.7 Vacation Leave

6.7.1 The District provides benefits to eligible employees to enable them to take paid time off for rest and recreation. The District believes this time is valuable for employees in order to enhance their productivity and to make their work experience with the District personally satisfying.

6.7.2 All employees are eligible to accrue and take vacation with pay as provided in this policy. Vacation begins to accrue on the first day of the pay period following the date of hire. Regular part-time employees shall accrue vacation with pay at a rate proportional to the normal workings hours of a full-time employee. Vacation accrues according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Accrual Shift Employee</u>	<u>Vacation Accrual Regular Full-Time</u>
From date of hire through 5 th year	106 Hours per year (4.07 Hours per pay period)	80 Hours per year (3.07 Hours per pay period)
6 th through 10 th year	132.5 Hours per year (5.09 Hours per pay period)	104 Hours per year (4.0 Hours per pay period)
11 th through 15 th year	159 Hours per year (6.12 Hours per pay period)	128 Hours per year (4.92 Hours per pay period)
16 th year and thereafter	185.5 Hours per year (7.13 Hours per pay period)	152 Hours per year (5.84 Hours per pay period)

6.7.3 Vacation accrues on the first day of the pay period following the pay period in which the vacation is earned. There are no partial accruals if employment is terminated before the last day of a pay period.

6.7.4 No vacation shall be taken during an employee’s first six months of employment. If employment terminates prior to completing six months of employment, the District shall pay the employee his or her vacation accrual. Vacation time can accrue up to 320 hours for regular full-time employees or 416 hours for regular shift employees.

6.7.5 Vacation shall accrue during days actually worked and for the first 30 consecutive calendar days of any leave with pay. Vacation shall not accrue during any unpaid leave of absence or after the first 30 consecutive calendar days of any leave with pay. An employee is not permitted to borrow on future accrual of vacation benefits.

6.7.6 On termination of employment, the employee shall be paid up accrued hours of unused vacation at the employee’s regular rate of pay at the time of his or her termination. No employee will receive pay in lieu of vacation except upon termination of employment.

6.7.7 All employees wishing to use accrued vacation time must request vacation leave from the Fire Chief 10 days in advance in writing. Short-term vacations (less than one week) may be approved by the Fire Chief with less notice, subject to department workload and scheduling needs. Vacation requests will be honored, to the extent possible, in the order that the requests are made. If conflicting requests are submitted, the Fire Chief will have the final decision.

6.7.8 If a District holiday occurs during a Regular full-time employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday.

6.8 Sick Leave

6.8.1 Sick leave with pay is a protection granted in circumstances of adversity and to promote the health of the individual employee. It is not an earned right to time off from work except as specified in this policy and is not to be confused with vacation or other types of leave. It is a benefit to be exercised only under appropriate circumstances. When used judiciously, sick leave benefit accruals provide the employee a cushion in the event the employee encounters a major or catastrophic illness or injury.

6.8.2 Paid sick leave will be granted by the District for the following reasons: the employee is physically or mentally unable to perform his or her duties due to an illness, injury or medical condition of the employee; the absence is for the purpose of obtaining professional diagnosis or treatment for a medical or dental condition of the employee; or, the absence is for other medical reasons of the employee, such as pregnancy or obtaining a medical, dental or vision examination. The employee also may use up to one-half of his or her annual sick leave in order to attend to an illness or medical, dental and vision appointments of the employee's child, stepchild, legal ward, parent, step parent, legal guardian, spouse or registered domestic partner, or a child of the employee's registered domestic partner. The improper use of sick leave benefits (e.g., using it as vacation time) may result in disciplinary action, up to and including termination.

6.8.3 Paid sick leave will not be granted by the District for any leave resulting from an illness or injury sustained while on leave of absence without pay.

6.8.4 Sick leave begins accruing on the first day of the pay period following the date of hire. All regular full-time employees shall accrue sick leave with pay at the rate of 3.69 hours per each bi-weekly pay period. All regular shift employees shall accrue sick leave with pay on a pro-rated basis as compared with regular full-time employees. Sick leave accrues on the first day of the pay period following the pay period in which the sick leave is earned. There are no partial accruals if employment is terminated before the last day of the pay period. Sick leave accruals will accrue indefinitely for regular full-time employees, part-time, and regular shift employees.

6.8.5 Sick leave shall accrue during days actually worked and for the first 30 consecutive calendar days of any leave with pay. Sick leave shall not accrue during any unpaid leave of absence or after the first 30 consecutive calendar days of any leave with pay. An employee is not permitted to borrow on future accrual of sick leave benefits.

6.8.6 Sick leave with pay may be taken as earned. Employees may utilize sick leave in increments of one-half (1/2) hour minimum. If absence from duty by reason of illness extends beyond a period of three working days, a doctor's certificate or a written statement from the

employee that he or she was, in fact, ill or injured, may be required by the Fire Chief. Sick leave pay may be withheld if a satisfactory verification is not received.

6.8.7 No employee will receive pay in lieu of sick leave under any circumstances.

6.9 Coordination of Sick Leave Benefits with Workers' Compensation and Other Disability Leaves of Absence

6.9.1 Any regular employee, compelled to be absent due to injury, illness or disability covered under workers' compensation benefits, state unemployment disability, or other insured disability plan, may elect during such absence to apply accrued sick leave on a pro-rated basis to such absence and receive sick leave compensation in an amount equal to the difference between the employee's regular salary and the amount received as workers' compensation temporary disability or other disability benefits, not to exceed the amount of his or her accrued sick leave. The employee also may elect to use any accrued vacation leave and other accrued paid time off after the sick leave is exhausted.

6.9.2 For an employee who is on a leave of absence entitled to benefits under workers' compensation, state unemployment disability, or other insured disability plan, the District shall continue to fund its share of the employee's medical and other insurance benefits during the period of time in which the employee, with the election to coordinate accrued leave under section 6.9.1, is receiving pay equal to his or her full salary. Thereafter, medical and other insurance benefits will continue during the leave only if (a) the employee pays his or her proportionate share of the premium, including the District's share, and (b) such continuation coverage is allowed under the terms of the particular insurance plan.

6.10 Return to Work after Illness, Injury or Disability

The Fire Chief may require any employee who is absent due to illness, injury, or disability to be examined by a physician selected by the District. The Fire Chief shall also have the discretion to require the employee to submit a certificate from a licensed physician upon his or her return to duty stating that the employee has fully recuperated from the illness, injury and/or disability and that the employee may perform the essential duties of his or her required job responsibilities. Until such a certificate is presented, the Fire Chief shall have the right to disallow the employee's return to work.

6.11 Jury Duty and Court Appearance

6.11.1 When an employee is required to serve on jury duty or is subpoenaed as a witness to appear before a court, administrative agency, public body or commission, the employee must promptly notify the Fire Chief. If applicable to the court in question, employees shall request the court to put them on "phone in" juror status. Employees required to serve as jurors or appear as a witness for less than a full day shall spend the balance of the day at their regular District positions. An employee who is on jury duty or subpoenaed to appear as a witness will receive full pay for up to two weeks, provided that they remit to the District all jury and witness fees, not including mileage.

6.11.2 This section shall not apply to any employee who is a named party to an action unrelated to the District and its activities. In such cases, employees may request vacation, CTO, or unpaid leave.

6.12 Bereavement Leave

The District provides bereavement leave with pay in the event of a death in the employee's immediate family to arrange for and attend a funeral. Bereavement leave may be up to five days as approved by the Fire Chief, depending upon the distance to be traveled.

6.13 Military Duty Leave

The District provides military duty leave of absence without pay in accordance with applicable federal and state laws.

6.14 Scheduled Off Duty Training

Personnel participating in scheduled, off-duty training that is required by the Department and approved by the Fire Chief shall be considered hours worked. Pay will be for one hour minimum or actual hours trained if greater.

Chapter 7 Wages, Benefits and Salary Plan Administration

7.1 Salary and Wages

The employee salary or wages shall be determined and revised from time to time by the Fire Chief.

7.2 Salary Plan

7.2.1 The District may adopt and maintain a salary plan with certain salary ranges for each regular full-time employment position. Each salary range shall include two or more salary steps.

7.2.2 At least once per year the Fire Chief will review the salary plan and make the board aware of any desired changes. Upon such a recommendation, the Board shall review the impacts to the District budget.

7.2.3 Upon successful completion of the introductory period (probation), an employee will be considered for advancement to the next salary step. Thereafter, on an annual basis and in connection with an employee's performance evaluation, the Fire Chief shall consider whether advancement to the next step is appropriate. Advancement to subsequent steps within a salary range shall not be automatic but shall be based on merit and performance. Ordinarily, advancement to the next salary step shall not occur until after the employee has served at a step for a period of at least 12 months. An employee with extraordinary service and performance record may advance by more than one step.

7.3 Retirement Benefits

The District maintains a CalPERS contract, employees will be made eligible under the contract terms. An employee becomes eligible for retirement (Cal PERS) benefits on the first day of employment

7.4 Workers' Compensation Insurance

The District provides workers' compensation insurance for illnesses and injuries arising in the course and scope of work. Each worker must report any work-related injury or illness to the Fire Chief at the earliest opportunity. Appropriate forms may be obtained from the Fire Chief. The District reserves the right to control medical treatment as provided in the Labor Code.

7.5 SDI State Disability Insurance

The District and all of its employees participate in the State Disability Insurance (SDI) program.

7.6 Business Expenses

Reasonable and legitimate business expenses incurred by an employee and approved in advance by the Fire Chief will be reimbursed by the District. Business expenses should be submitted to the Fire Chief or a designee immediately after they are incurred. Any incurred expenses not approved by the Fire Chief will be the personal responsibility of the employee.

7.7 Benefits General

Except for workers' compensation insurance that applies to all workers, the benefits provided by this chapter shall be made available only to regular full-time and regular shift employees who are eligible under the terms of the particular benefit or plan, except when provided otherwise. The District reserves the right to modify or eliminate any benefit or plan, except as limited by law. Further information regarding any benefit or plan may be obtained from the Fire Chief.

7.8 Uniform Allowance

The District agrees to provide employees with approved duty uniforms and attire, either by issuing the uniform directly to the employee or through an annual stipend of no more than \$500 per employee. All uniforms shall conform to the Fire Chief's standards. Uniform name tags and badges will be provided by the District.

Chapter 8 Discipline Policy

8.1 General Policy

8.1.1 Employees and volunteer firefighters are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet District standards, the District will endeavor when it deems appropriate to provide the worker a reasonable opportunity to correct the deficiency. If, however, the worker fails to make the correction, he or she will be subject to discipline, up to and including dismissal.

8.1.2 The rules set forth below are intended to provide workers with fair notice of what is expected of them. These rules, though, cannot identify every type of unacceptable conduct and performance. Therefore, workers should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the District, other workers, or the public, may also result in disciplinary action.

8.1.3 The discipline procedures in this chapter represent guidelines that the District believes are generally appropriate to govern worker conduct. They are not, however, absolute rules. The District retains discretion to determine what constitutes proper disciplinary action and procedure in each individual situation.

8.1.4 The listed grounds for disciplinary action and disciplinary action procedures shall not be construed to alter the at-will nature of employment or volunteer service, or to require the District to show “good cause” for termination. The listed grounds for disciplinary action are intended to inform employees and volunteer firefighters about appropriate standards of conduct and the disciplinary action procedures are intended to provide an organized procedure for the District to follow when imposing discipline or terminating a worker.

8.2 Initiation of Disciplinary Action or Dismissal

Disciplinary action or dismissal may be initiated by the Fire Chief on his or her own initiative, or upon written recommendation to the Fire Chief by the worker’s supervisor.

8.3 Nature of Disciplinary Action

Disciplinary action may consist of termination, suspension without pay, demotion, reduction in pay, written reprimand, or oral reprimand.

8.4 Grounds for Disciplinary Action

The District reserves the right to terminate a worker at any time. All District employees are at-will workers who serve at the pleasure of the District. The following list of causes for disciplinary action is included in this Handbook for illustrative purposes only. The publication of this list does not confer a right to be disciplined only for “good cause.” The District may discipline a worker for any reason it deems sufficient. Grounds for disciplinary action include, but are not limited to, the following:

8.4.1 Fraud in securing work with the District, giving false or misleading information on an application form;

8.4.2 Unauthorized absence.

8.4.3 Conviction of a felony or misdemeanor, which is of a nature to adversely affect the employee’s ability to perform the duties and responsibilities of his or her work, which tends to bring discredit to the District, or which results in imprisonment.

8.4.4 Conduct unbecoming a worker in public service, tending to bring discredit to the District.

8.4.5 Disorderly or immoral conduct.

- 8.4.6 Incapacity due to mental or physical disability.
- 8.4.7 Incompetence or inefficiency.
- 8.4.8 Insubordination.
- 8.4.9 Intoxication while on duty.
- 8.4.10 Use of an illegal drug or other controlled substance on duty or at a time or in a manner that impairs the employee's or volunteer firefighter's ability to perform his or her job.
- 8.4.11 Neglect of duty.
- 8.4.12 Negligence of, willful damage to, waste of, or unauthorized use of District's supplies, equipment or premises.
- 8.4.13 Failure to follow safety instructions or directions.
- 8.4.14 Unauthorized use of District's equipment for personal use.
- 8.4.15 Theft.
- 8.4.16 Violation of any District's employment policy.
- 8.4.17 Any other conduct that adversely affects the operation of the District, the health, safety, welfare of District employees, volunteer firefighters or others, or the safety of District property.

8.5 Notice to Worker of Disciplinary Action/Dismissal

8.5.1 Except for oral reprimands, written reprimands, and suspensions without pay of one day or less, in all situations involving a disciplinary action against an employee who has completed his or her introductory period or volunteer firefighter, a notice will ordinarily be provided to the worker either personally or by regular or certified mail at the last known address on file with the District.

8.5.2 The notice shall include the following:

8.5.2.1 The statement of the nature of the intended disciplinary action or dismissal.

8.5.2.2 A statement of the ground(s) for disciplinary action.

8.5.2.3 A statement in ordinary and concise language of all specific facts or omissions upon which the causes of the intended action are based.

8.5.2.4 A statement that copies of all documents and other materials which support the proposed action are available for examination at the District office.

8.5.2.5 A statement advising the worker that he or she may respond orally or in writing to the notice prior to the decision on the intended disciplinary action or dismissal. Any response should be directed to the Fire Chief and must be made within 10 working days of the date of the notice.

8.6 Suspension Prior to Disciplinary Action/Dismissal

Prior to the effective date of any disciplinary action or dismissal, the Fire Chief may suspend the worker (with pay if it's an employee) pending discipline if the Fire Chief determines such suspension is necessary or appropriate to protect the health, safety and welfare of the residents or other workers of the District. The rights and benefits provided to a worker so suspended shall not otherwise be affected.

8.7 Decision of Fire Chief on Intended Disciplinary Action

Prior to a decision on any intended disciplinary action, the Fire Chief may consider any written response timely submitted by the worker and may meet with a worker who has timely requested to be orally heard. Such a meeting should take place within five working days of the date of the request. The Fire Chief shall make a good faith effort to render a decision within 10 working days after such a meeting, or the last day to submit a response, whichever is later. The decision shall be effective the day that it is made, and the affected worker shall be informed of the decision either personally or by mail at his or her last known address on file with the District.

8.8 Effect of Suspension

After the effective date of any disciplinary action resulting in a suspension without pay, employee and employer contributions to benefits will be continued during the period of the suspension.

8.9 Effect of Termination

Upon the effective date of termination, the District shall cease to provide any benefits for the employee except as otherwise may be required by law.

8.10 Appeal from Decision to Implement Intended Disciplinary Action or Dismissal

Appeal procedures are established for workers as guidelines for personnel administration and confer no procedural rights. A worker may appeal a decision to implement a disciplinary action. The worker shall file a notice or appeal with the Board within 10 working days of the effective date of the decision. The notice of appeal shall state the name of the worker, the date and nature of the decision appealed, and the ground(s) of the appeal stating all specific facts or omissions upon which the appeal is made. The Board shall hold a hearing not later than 60 days from the date of filing the appeal, unless otherwise agreed to by the parties. After the hearing, the Board shall affirm, reverse, or modify the decision of the Fire Chief. The decision of the Fire Chief shall not be stayed or delayed pending an appeal before the board. If the Board reverses or modifies the decision, it may in its discretion award back pay.

8.11 Failure to file Notice of Appeal

If a disciplined worker fails to file a notice of appeal within the time specified, the disciplinary action shall become final without further action.



Chapter 9 **Grievance Policy**

9.1 Purpose of Grievance Procedures

The grievance procedures set forth in this chapter are designed to resolve grievances informally and to provide an orderly procedure for such resolution. A grievance means any good faith and reasonable complaint of one or more workers or a dispute between the District and one or more workers involving the terms or conditions of work. A worker must use this grievance procedure in order to present any grievance or complaint to the Board of Commissioners. A worker shall not take any grievance or complaint directly to the Board or any director without first having processed the grievance through this procedure.

9.2 Time Limits

Each person involved in a grievance shall act quickly so that the grievance may be resolved promptly. Each person shall make every effort possible to complete action within the time limits contained within these grievance procedures; however, the other parties involved may agree to extend the time limits.

9.3 Presentation of Grievance

A worker(s) may present a grievance by submitting a written grievance to the Fire Chief within seven days after the event or events that resulted in the grievance. The written grievance shall state the date and nature of the grievance, the specific facts and/or omissions upon which the grievance is based and the other bases for the complaint. The grievance shall be personally discussed between the grievant and the Fire Chief. Within seven days after meeting to discuss the grievance, the Fire Chief shall provide a written decision to the grievant.

9.4 Appeal

If the grievant is not satisfied with the decision rendered by the Fire Chief, the grievant may appeal the decision in writing within seven days to the Board of Commissioners. If the grievant does not appeal the decision to the Board in writing within seven days from the date of the Fire Chief's decision, the issue will be considered settled. The appeal shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the appeal is based. At its next available regular meeting following the filing of the appeal, the Board shall have a meeting with the grievant and/or his or her representative. After considering the matter, the Board shall issue a decision concerning the grievant appeal. The grievant will be notified in writing of the Board's decision. The decision of the Board of Commissioners shall be final.

Chapter 10 **Separation and Reinstatement**

10.1 Layoff

10.1.1 The District may lay off employees in accordance with the provisions of this chapter for any of the following reasons:

- 10.1.1.1 Necessity based on lack of funds or work.
- 10.1.1.2 Advisable in the interest of economy to reduce the District staff.
- 10.1.1.3 Return of another employee with greater seniority from leave of absence.

10.1.2 Regular employees laid off shall be placed on a re-employment list for the classifications in which they were last employed.

10.1.3 There shall be two types of layoff: permanent or limited/short term. A limited/short term layoff is a situation where there is a lack of work because of weather, or breakdown of equipment, etc., which could last from one or two days, up to 30 calendar days. If the District requests an employee to take such limited/short term layoff, he or she shall be able to use accrued vacation time and compensatory time off (CTO) for this purpose. The District shall be reasonable and fair when imposing the limited/short term layoffs with reference to classifications of employees and seniority within classifications. A permanent layoff is a situation where the layoff is expected to last at least more than 30 days.

10.2 Notices

At least 30 calendar days before the effective date of a permanent layoff, the Fire Chief shall file notice of the intended action with the reasons for the action. A copy of this notice shall be provided to the affected employees. Prior notice is not required for a limited/short-term layoff.

10.3 Order of Layoff

No regular employee shall be laid off until all regular employees whose last recorded performance ratings are unacceptable and all temporary employees have been laid off. Other regular employees shall then be laid off in the inverse order of their seniority with the District.

10.4 Resignation

An employee wishing to leave the District in good standing shall give at least ten working days notice of such intention and shall file with the Fire Chief a written resignation stating the effective date and reasons for leaving. The Fire Chief may waive the ten working day notice. Failure to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment with the District.

10.5 Reinstatement Following Resignation

Upon request of the Fire Chief, an employee who has resigned in good standing and with a good record may be permitted to be reinstated to his or her former position, if vacant, or another position for which the former employee is qualified.

Acknowledgement of Receipt Form

I have received a copy of the Esparto and Capay Valley Fire Protection District Employee Handbook. I understand and agree that it is my responsibility to read, familiarize myself with, and comply with the policies and procedures contained in the Handbook. I acknowledge that all employment and volunteer service with the District is “at will,” meaning that both the worker and the District have the right to terminate employment or volunteer service at any time with or without advance notice, and with or without cause. I also understand that the District reserves full discretion to add to, modify, or delete provisions of this Handbook and other employment policies, procedures, work rules or benefits, at any time and without advance notice, that no individual other than the District Board of Commissioners has the authority to modify or amend **this** Handbook and that any such modification or amendment must be in writing and, for employment contracts, signed by me and the District Board Chair.

Dated: _____

Employee Signature

Print Name

Fire Chief Signature

Print Name

