

ADMINISTRATIVE MANUAL		
	Employee Handbook	<u>EFFECTIVE DATE:</u> 01/01/2019
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INTRODUCTION

Welcome! As an employee of North Central Fire Protection District, you are an important member of a team effort. We hope that you will find your position with us challenging and productive.

This Employee Handbook establishes the foundation of the District rules and policies and has been adopted by the North Central Fire Protection District Board. This Board directive gives authority to the Fire Chief to implement policy to ensure the District Board policy and direction are adhered to.

Because the quality of service the District provides depends on the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and other employees to support our mission of ensuring the safety and welfare of the public we serve. All employees are expected to actively demonstrate a set of Core Values:

- Ethics, Integrity and Trust
- Customer Focus
- Shared Vision and Purpose
- Learning and Decision Making
- Informing Others
- Work/Life Balance

In addition, our Firefighters, Engineers, Captains, and other field staff must demonstrate the following characteristics to be successful on the job:

Functional and Technical Skills

The employee has the functional and technical knowledge to do the job at a high level; Actively participates in all required training; Maintains personal health and physical fitness in order to effectively contribute to the team in field events.

Problem Solving

The employee uses rigorous logic and creative methods to solve difficult problems; Looks beyond the obvious and doesn't stop at first answers; Probes all fruitful sources to develop effective solutions.

Organizational Agility

The employee is knowledgeable about our culture and how our organization works; Knows how to get things done through both formal channels and informal networks; Understands the reasoning behind key policies and procedures.

Self-Development

The employee understands that different situations call for different skills and approaches; Works to deploy strengths, improve upon weaknesses, and compensate for limits.

Purpose of the Employee Handbook

This employee handbook includes personnel policies and procedures that govern the day-to-day operations of THE DISTRICT. These policies are intended to increase an employee's understanding of the District's expectations and set forth levels of responsibility and authority for all employees and supervisors.

This handbook, however, cannot anticipate every situation or answer every question about employment with us. The handbook is not, nor is it intended to be, an employment contract. Nor is it intended to create legal rights. In order to retain the necessary flexibility in the administration of policies and procedures, the District reserves the right to change or revise policies and procedures described in this handbook without notice whenever it determines that such action is warranted. Any written changes to this handbook will be distributed to all employees so that you will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

Again, welcome to our team! We trust that you will find your work with the District a rewarding experience.

FAIR EMPLOYMENT POLICIES

At-Will Employment

You are free to terminate your employment at any time, with or without a reason or notice. North Central Fire Protection District (hereafter referred to as NCFPD or “the District”) also has the right to terminate your employment at any time, with or without a reason or notice. Cause is not required for an employee's termination. This is called "at will" employment. The District also reserve the right to change your compensation, position, duties, hours of work and any other term or condition of employment without notice or reason.

No one at NCFPD is authorized to enter into an agreement, or make representations which are contrary to this policy, unless in writing signed by Chairperson of the Board of Directors.

Equal Employment Opportunity (Section 101.007)

NCFPD is an equal opportunity employer and makes employment decisions based on merit. We seek the best available person for every job, and District policy prohibits unlawful discrimination based on race, color, religious creed, national origin (including possessing a driver's license issued under Vehicle Code § 12801.9), ancestry, physical or mental disability, medical condition, age, marital status including domestic partnership, gender, sexual orientation, gender identity, an applicant or employee who has caregiving responsibilities, or any other consideration made unlawful by federal, state or local laws.

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. The intent of a reasonable accommodation is to allow an employee to perform the essential job duties; therefore, a reasonable accommodation will be directed to the limitations created by the identified disability.

If you require an accommodation in order to perform the essential functions of the job, contact your supervisor or the Fire Chief to request an accommodation. You should specify what accommodation you need to perform the job. We will meet with you to identify and discuss possible accommodations, if any, which may assist you in performing the job. Once an accommodation has been determined, the District will continue to provide it until it is no longer needed or becomes unreasonable. You are responsible to request an accommodation and to communicate with the District to determine effective reasonable accommodations. This duty to communicate remains throughout the accommodation period. If you fail to communicate with us, the District will be compelled to make decisions with the limited information in its possession. In certain circumstances, you may need to notify another supervisor of the accommodation so that you receive the proper response to a request.

In order to fully evaluate your needs and to determine possible accommodations, we expect all parties to engage in an open, interactive discussion. This may consist of multiple communications, including ongoing efforts to accommodate a disability, the identification of vacant positions which the employee may be qualified to perform, and consideration of the employee's ideas for potential accommodations. We may also ask you to provide documentation from a health care provider of the limitation(s) as well as possible accommodations. In considering possible accommodations, the District cannot eliminate essential functions of a position in an effort to place the employee in a particular position.

NCFPD is unable to provide an employee with an indefinite leave of absence as an accommodation. Indefinite leaves of absence typically arise when a health care professional cannot provide a reasonable time frame for an employee's return to work. An indefinite leave of absence may also arise when a health care professional provides the District with multiple excuses from work for a specific period of time, but fails to provide a reasonable return date.

A medical examination may be required of employees when the examination is job-related and consistent with business necessity. This may include circumstances when the District needs to assess possible harm or conduct an independent assessment of fitness for duty.

In the event there is a conflict between a person's religious belief or observance, religious dress or grooming practice and any employment requirement, the District will explore available reasonable means of accommodating that religious belief or observance, including the possibility of excusing an employee from duties that conflict, with those duties to be performed at another time or by another person. Religious belief or observance includes observance of a Sabbath or other religious holy day, and reasonable time to travel to and from a religious observance. NCFPD will provide an accommodation unless it is an undue hardship, which means that the action requires significant difficulty or expense in light of the nature and cost of the accommodation, financial resources of the organization, the number of persons employed at the workplace, the effect on expenses or resources or the impact of the accommodations on operations. An accommodation for an employee's religious dress practice or religious grooming practice will never take the form of segregating the employee from other employees or the public. The District will not retaliate or discriminate against a person for requesting a religious accommodation.

Salary History

The District will not seek or request salary history information about an applicant for employment. However, if an applicant voluntarily discloses it, the District may rely on the information to determine the pay rate of the applicant.

The District Board adopts a salary resolution which provides a pay scale, meaning a salary or wage range, for each position and is publicly available.

Policy Prohibiting Unlawful Discrimination and Harassment (Section 101.007)

All persons, including employees, vendors, contractors, and other third-parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act (“FEHA”) or Title VII. Unlawful behavior includes discrimination, harassment or retaliation of our employees, independent contractors, volunteers, or interns. We want to maintain a working environment free from all forms of discrimination and harassment, whether based upon race, religious creed (including religious dress or grooming), color, national origin (including possessing a driver’s license issued under Vehicle Code § 12801.9), ancestry, physical or mental disability, medical condition, genetic information or characteristics, marital status including domestic partnership, familial status, age, sex (including sexual harassment, gender harassment, and harassment based on pregnancy, childbirth or related medical conditions and breastfeeding or medical conditions related to breastfeeding), gender, gender identity, gender expression, or sexual orientation, military or veteran status, or any other legally protected characteristic or status. Employees are also protected if they are perceived to have any of these characteristics or are associated with a person who has, or is perceived to have any of these characteristics. However, the District may use veteran status as a factor in employee selection or give special consideration to Vietnam-era veterans. See Veterans Preference Policy Administrative Manual, Section 101.009, for details.

Unlawful discrimination may consist of a decision, policy or practice that treats employees differently based on a protected characteristic or status. Harassment involves conduct or behavior that is so severe or pervasive that it alters a person’s employment and affects a term, condition or privilege of employment. This is called a “hostile working environment.” Harassment may also occur when a managerial employee asks a subordinate for sexual favors in return for a job benefit. This is called “quid pro quo” harassment. Sexually harassing conduct need not be motivated by sexual desire. Examples of prohibited conduct are described below.

Behavior such as telling ethnic jokes, making religious slurs, using offensive “slang” or other derogatory terms denoting a person’s race, age, national origin, disability or mimicking one’s speech, accent or disability, are examples of prohibited conduct and will not be tolerated in our organization.

Discrimination or harassment may take many forms. Following are a few examples of prohibited discrimination or harassment:

- A manager making a promotion or other employment decision based on the worker’s gender, race, personal relationship or other protected class;
- Making racial, ethnic or religious epithets, slurs or jokes;
- Directing remarks, jokes or other intimidating behavior towards persons of a specific race, gender or other protected classification;
- Making comments, jokes or innuendo of a sexual nature, including comments about a person’s body;

- Exhibiting nude, profane, or obscene cartoons, drawings or photographs;
- Whistling, staring, leering or making other sexual gestures;
- Inappropriate touching, hugging or kissing, assault, or impeding or blocking movements;
- Making unwelcome sexual advances or requests for sexual favors;
- Making submission to sexual requests a term or condition of employment, job benefit or job opportunity;
- Rejecting a person for employment, or for a job benefit or opportunity because the person has refused to participate in sexual conduct;
- Any other conduct that a person could conclude is intimidating, hostile or offensive behavior and based on a protected classification.

You may view online sexual harassment training courses developed by the Department of Fair Employment and Housing (DFEH) at www.dfeh.ca.gov/resources/.

Every employee has the responsibility to maintain the workplace free of any form of unlawful discrimination or harassment. If you are the victim of unlawful discrimination or harassment, or if you witness an event that you feel may constitute unlawful discrimination or harassment, you must immediately report the incident(s) to an appropriate authority. You cannot remain silent. You have an obligation to report the incident(s) and cooperate in any investigation.

Chiefs and supervisors are accountable for taking reasonable steps to prevent unlawful discrimination or harassment and stop the behavior from reoccurring in the event it does happen. This includes ensuring reporting of incidents, monitoring employees and third parties who may have engaged in inappropriate behavior, carefully listening to employee grievances regarding alleged unfair treatment and protecting employees against retaliation. Supervisors must report any complaints of misconduct to the Fire Chief so the District can try to resolve the claim as quickly as possible.

This policy covers conduct in the workplace, at social functions sponsored by NCFPD (such as holiday parties) and business functions (such as training activities and community events.)

Any messages or communications sent or received through our electronic communications systems are subject to our anti-harassment and anti-discrimination policies. The use of information systems (including email and internet) for the display or transmission of sexually explicit images, message, off-color jokes, racial slurs, or anything that may be construed as unlawful harassment or showing disrespect for others, is prohibited.

The District provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employee relations. As an employee of the District, you have the responsibility to immediately report any inappropriate or prohibited actions or words by a supervisor, co-worker, vendor, or other

individual. You may report the incident to your supervisor or any Chief officer, the Executive Assistant, or the Fire Chief if the complaint involves your direct supervisor. You may always express your concerns to Sierra HR Partners (559.431.8090), a company that assists with our human resource needs.

We encourage employees to use the appropriate procedure for notifying the District of a concern or complaint. Notifying the appropriate representative allows us to investigate and resolve a complaint. An employee who does not use appropriate procedures, but instead gossips to co-workers may make the situation worse. In addition, the person gossiping may be subject to a lawsuit by the person who is the subject of the gossip. District representatives will also exercise discretion and maintain confidentiality to the extent possible, disclosing information to those persons only who have a legitimate need to know the information.

The District will not retaliate against you for making a complaint regarding any employment practice prohibited by this policy, or for testifying, assisting or cooperating in any proceeding authorized by state or federal civil rights laws. Nor will we retaliate or discriminate against a person for requesting a religious accommodation.

The District will take prompt remedial action in the event of a complaint. All complaints of unlawful discrimination or harassment will be followed by a fair, complete and timely investigation by qualified personnel. We will provide all parties with appropriate due process and reach reasonable conclusions based on the evidence collected. Investigations will be documented to show reasonable progress, and will be closed in a timely manner.

Prompt remedial action may include investigations, disciplinary actions or appropriate restoration of job benefits. Discretion will be used during the investigation in order to maintain as much confidentiality as possible while still being able to effectively complete the investigation. To the extent possible, the complainant and the accused will be advised of the findings and the conclusion. To provide confidentiality and to protect all persons, including witnesses, the District may not disclose all information in its possession.

Remedial action will be taken if misconduct is found. Action taken will be designed to ensure that the victim is restored to his/her position and that the inappropriate behavior will not be repeated. Action taken for misconduct could include job discipline, termination of employment, termination of a contract or other measure depending on the circumstances of the situation and the person's relationship with the organization.

If you believe you have been the victim of unlawful discrimination or harassment or suffered retaliation you may also contact the California Department of Fair Employment and Housing or the federal Equal Employment Opportunity Commission. These agencies may investigate or assist you in resolving any dispute. The DFEH and EEOC, if they prosecute the case, can obtain various remedies for a person including imposing fines or damages for emotional distress against the employer or persons who violated the law;

order the employer to hire or reinstate you; order back pay or a promotion; order the employer to change or modify its workplace practices.

While it is not required that you exhaust the resolution process before contacting a governmental agency, we hope that you will take advantage of the District's process for resolving workplace concerns and complaints. We believe that prompt reporting of concerns will allow us to work in an environment that allows everyone to perform his/her job in a positive manner.

Reporting Compliance Concerns (Section 107.001)

At NCFPD we are committed to maintain high professional and ethical standards. We expect all employees to comply with all applicable laws. If you have any concern or question regarding any policy or practice of the District, we encourage you to speak with the Fire Chief or Deputy Chief.

In addition, if you have reason to believe that the District has violated a state or federal statute, or violated or failed to comply with a local, state or federal rule, regulation, or ordinance, you may file a report with the Attorney General's office without fear of retaliation. The Labor Law posters located at the District Office and each fire station describe your rights and provide the telephone number of the reporting hotline. The District will not retaliate against any employee, or the employee's family member, because that person has disclosed information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to or testifying before a public body conducting an investigation, hearing, or inquiry provided the employee had reasonable cause to believe the information disclosed a violation of law. Disclosing information need not be part of the employee's job. Nor is it required that the disclosure relate to NCFPD's business operations.

Administrative Manual, Section 107.001 Grievance Procedures Policy provides employees a process to address District policy compliance. A grievance is a dispute concerning the interpretation or application of any existing District rule or regulation governing personnel practices or working conditions. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolition of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, or unfair employer-employee relations charge factfinding procedure.

A written grievance must set forth the rule or regulation claimed to have been violated, describe the specific incident or circumstances of the alleged violation, and specify the remedy sought.

Genetic Information Nondiscrimination Act (GINA)

NCFPD will not ask you for any genetic information with respect to your employment. However, in responding to a request for medical certification for a leave of absence or an accommodation you or your healthcare provider may inadvertently provide genetic information about yourself. With this in mind, you are provided with the following information:

The Genetic Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Immigration Related Policies

An employee may exercise his/her rights under the Labor Code or any local ordinance without suffering unfair immigration-related practices. This includes the filing of a complaint or informing the District of an alleged violation of the Labor Code or local ordinance, provided the complaint or disclosure is made in good-faith, seeking information about whether the District is in compliance, or informing another person of his/her rights under the Labor Code or local ordinance. An unfair immigration-related practice means the following action taken with a retaliatory purpose: Requesting more or different documents than required under federal law to show eligibility for employment; refusing to honor documents that on their face appear genuine; using E-Verify to check employment authorization status at a time or in a manner not required or authorized under federal law; threatening to file or filing a false police report or a false report or complaint with any state or federal agency; threatening to contact immigration authorities.

Moreover, the District will not take adverse action against an employee, including reporting or threatening to report the employee or family member to a federal, state or local agency based on the employee's suspected citizenship or immigration status, because (s)he exercises a right under the Labor Code, the Government Code, or the Civil Code.

Public Assistance

The District understands that its employees may, at times, need to participate in public assistance programs, and we want to be sympathetic to anyone in time of need. The District will not discriminate or retaliate against an employee who enrolls in a public assistance program. Nor will we refuse to hire a person because of enrollment in a public assistance program. The District will not disclose to anyone, unless permitted by law, that an employee receives or is applying for public benefits.

National Guard Employment Protections (Section 107.005)

Under the conditions set forth in this policy, the District will restore a former employee to the former position, or to a position of similar seniority, status, and pay without loss of retirement or other benefits, unless the District's circumstances have so changed as to make it impossible or unreasonable to do so, and will not discharge the former employee from the position without cause within one year after restoring him/her to the position.

The former employee must meet these conditions: (1) (s)he is an officer or enlisted member of the National Guard of any state; (2) (s)he was called to active duty by the governor of the state where (s)he serves in the National Guard or by the President of the United States; (3) (s)he received a certificate of satisfactory service in the National Guard; (4) (s)he is still qualified to perform the duties of the position; (5) (s)he made an application for reemployment (i) within 40 days of being released if the employee was in a full-time position, or (ii) within five days of being released if the employee was in a part-time position.

Use of the E-Verify System

NCFPD may use a federal system called "E-Verify" to determine whether a person who has been offered employment is authorized to work in the United States. If the District receives a tentative non-confirmation issued by the Social Security Administration (SSA) or the Department of Homeland Security (DHS) indicating the information entered in E-Verify does not match federal records, we will comply with the required employee notification procedures under any memorandum of understanding governing the use of the E-Verify system. Unless required by federal law or as a condition of receiving federal funds, the District will not use E-Verify to check the employment authorization status of an existing employee or an applicant who has not been offered employment.

WORKING CONDITIONS

Job Duties

Job responsibilities and performance standards will be explained at the time of hire. You are referred to your applicable job description for further details about your position.

Job descriptions are meant only to describe the general nature of work. Job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to your department or the District. A supervisor may alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Classification of Employees

Full-time employees (40-hour employees) are those who are regularly scheduled to work no less than 40 hours per workweek. Throughout this handbook, employees that work 40 hours a week may be referred to as 40-hour employees. Full-time employees are paid on either an hourly or salary basis.

Full-time employees (56-hour employees) can also refer to employees that work a 56-hour work week. Firefighters work a 56-hours per week, but the work hours are divided into 24-hour shifts. Throughout this handbook this may be referred to as shift work or 56-hour employees.

Part-time employees are those who are scheduled to work less than 40 hours per week. Part-time employees are generally paid on an hourly basis.

Special project employees are those employees hired to perform a special job task or work for a limited time period. An example of a special project employee is a student, hired to perform services during the summer months.

Temporary or Limited Term employees filling temporary positions are also in the Unclassified Service. Employees in temporary or limited term positions may be paid on an hourly, per diem basis or a salary basis, in positions not allocated as either permanent, permanent part-time, or permanent intermittent in the Position Authorization Resolution by the District Board.

These positions are further defined in the Administrative Manual 101.008 Part-time, Hourly, Temporary, and Limited Term Employees Policy. Part-time and special-project employees may not be eligible for any or some benefits. If you have questions regarding your eligibility for particular benefits, see the Business Manager or Executive Assistant. The conditions of eligibility for benefits are set forth in the particular plan documents for each benefit.

Workday and Workweek

A workday is defined as any consecutive 24-hour period beginning at the same time each calendar day. The workday begins at 08:00am.

A workweek is a fixed and regularly recurring period of 7 consecutive 24-hour periods. The workweek begins Monday at 12:01am and concludes at midnight on Sunday.

One Day of Rest in Seven

Non-exempt employees are entitled to one day's rest in seven, unless total hours in the workweek do not exceed 30 hours and the employee has not worked more than six hours in any workday. The days of rest need not come each workweek. Rather, on average an employee is entitled to one day of rest for every seven days in the calendar month. An employee can choose, however, to forgo the day of rest. Employees will be requested to confirm in writing that they know their right to rest but choose to work a seventh day.

Work Hours and Attendance (Section 101.002)

Employees' work schedules will be determined based on position, location, and other District needs.

Each employee's consistent, reliable attendance is essential for us to provide the service and emergency response our community requires.

Absenteeism and tardiness will ultimately affect your employment at the District, and may result in termination of employment, regardless of cause. If you are unable to report on time for any reason, you must inform your supervisor of your absence or tardiness as early as possible. Tardiness is addressed in Administrative Manual, Section 111.001 Guide to Corrective Action Policy. A Letter of Understanding is completed, executed and placed in the member's personnel file, which shall remain on file for the duration of a member's career.

Planned absences must be arranged in advance. When time off from work is required, you should request permission for such an absence from your supervisor with as much notice as possible. An absence may be approved subject to District policies and the needs of the District. If you are absent without approval for two or more shifts and have not contacted your supervisor or another member of management, the District will assume that you have voluntarily terminated your employment.

Attendance and other records related to hours worked and wages paid are kept for a period of three years. These records are available for your review during normal office hours by scheduling a time to review them with the Business Manager.

Time Keeping (Section 108.001)

All employees are required to record hours worked using the District's staffing software program. For those employees paid on an hourly basis, this provides a record of the hours you work and for which you will be paid.

You are responsible for accurately recording your time worked as defined in Administrative Manual, Section 101.002 Constant Staffing Policy and Section 101.004 - Leave Usage and Approval. The District will pay you for all hours accurately recorded. This includes time in and out, unpaid meal periods and overtime. Do not work off the clock. While we do not require employees to record rest periods, you must take them as set forth in this handbook. Failure to take appropriate meal and rest periods may result in discipline, including termination.

No employee is permitted to clock in or out for another. If you fail to accurately record all work time, your paycheck may not include compensation for all hours worked since the District won't have a record of it. Moreover, the District cannot monitor all employees and determine when they are working. It is your responsibility to clock in and to accurately maintain your time records.

Overtime (Section 101.002)

Only employees that are non-exempt from FLSA are eligible for overtime compensation. Please refer to your job description to determine whether you are a non-exempt employee. Exempt employees are not eligible for overtime compensation. They are paid on a salary basis and are in executive, administrative or professional positions.

Non-exempt employees will be paid overtime compensation as follows:

40-hour Positions:

- Work in excess of eight hours in a workday and work in excess of 40 hours in any workweek and the first eight hours worked on the seventh consecutive day of work in any workweek will be paid at one and one-half times the regular rate of pay.
- Any work in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek will be paid at twice the regular rate of pay.

56-hour Positions:

- Work in excess of the employees scheduled 24-hour shifts and exceeding 53 hours per week in a 27 day FLSA cycle.
- Any District recognized holiday the employee works will be paid at half-time above their standard hourly rate.

Hours worked means time actually spent on the job.

Pay Days

All Employees are paid on the 15th and last day of the month.

Paychecks (Section 108.001)

Each pay day the District will pay you by direct deposit, or with a check if you request. You will receive an itemized statement of earnings, typically referred to as a “paycheck stub.” Your paycheck stub will show, for the pay period, gross wages earned, total hours worked, all deductions, net wages earned, the dates of the pay period, your name and part of your social security number, the name and address of the business, and the applicable hourly rate if not a salaried employee. We will also provide you with the state mandated paid sick leave benefits you have accrued either on your paycheck stub or on a separate document distributed with your paycheck. Please assure that all personal information is true and correct. If changes need to be made, please contact your supervisor.

The District processes the payroll for each employee. Processing payroll requires the District to make many calculations for each employee, and it is possible that an error may occur. For this reason, we ask that you carefully review each paycheck stub for accuracy. If you have any questions, or there is an error, please bring it to our attention immediately. No employee will suffer adverse action because (s)he expressed or made a written or oral inquiry or complaint regarding wages.

Your paycheck will be subject to payroll deductions. This will include federal and state income taxes which the District is required to withhold, payroll taxes such as Medicare, and any other deductions which you have authorized for your benefit. For example, you may be responsible for paying part of an insurance premium. Another example might be that you have asked us to deduct a certain amount from your earnings to be transferred to a savings account. A deduction from your paycheck may be made if an overpayment arises from the previous pay period.

Before the District makes any deductions, you will be required to sign an authorization. If the amounts of the deductions change (such as for health care premiums), you will be required to sign a new authorization form.

Pay Notice

At the time of hiring, the District will provide you with a written notice containing the following information:

- Your rate or rates of pay and whether paid by the hour, shift, day, week, salary, piece, commission, or other basis, including overtime rates;
- Allowances such as meal or lodging, if any, as part of the minimum wage;
- Our regular paydays;
- Our legal business name, including any dba;

- The physical address of our main office or principal place of business, and any mailing address;
- Our business telephone number, and
- The name, address, and telephone number of NCFPD's workers' compensation insurance carrier.

Payroll Records

The District will keep payroll records showing hours worked daily and wages paid to each employee at our District Headquarters. Hard copies will be maintained for one year, and electronic versions will be kept for three years. You may also keep a personal record of hours worked. If your record differs from the information the District provides you on your paycheck, contact the Business Manager immediately. The District will make records available to an employee within 21 days of a request for payroll records.

Meetings and Training Courses (Section 103.001, 103.002)

You will be paid for all hours spent attending meetings or training courses unless:

- the meetings are outside your regular working hours,
- attendance is voluntary,
- the program is not directly related to your job, and
- you do not perform any productive work.

All supervisory employees must participate in two hours of classroom or other effective interactive training and education regarding sexual harassment. Non-supervisors must participate in one hour of training on sexual harassment. Training must take place within six months of the employee assuming the position. Training will be repeated every two years. This training will include information regarding the prohibition against and the prevention and correction of sexual harassment, and the remedies available to victims of sexual harassment in employment.

Travel Time

Firefighters and Chiefs will regularly travel to fire locations and other emergency scenes, or for training purposes. Administrative employees will frequently be required to travel during the course of a workday, or to meetings or training courses. Whether or not travel time constitutes hours worked will depend on the kind of travel involved. Travel between District headquarters or fire stations and a meeting location during the workday will be counted as hours worked. However, time spent traveling directly between your home and a meeting location is not considered hours worked.

Travel, whether by driving or other mode of transport, which keeps you away from home overnight is considered hours worked. Travel time does not include time spent at a hotel; time spent after the meeting/project is completed for the workday; time spent during meal

breaks; or time spent on purely personal pursuits such as sightseeing and visiting family or friends. Non-exempt employees are required to accurately record their travel and work hours in these situations.

Time spent by exempt employees on travel related to the performance of their job duties is included in the employee's salary, and no additional compensation will be paid for travel time.

Off Duty Activities

Participation in any off-duty recreational, social or athletic activity offered by the District is strictly voluntary.

Performance Evaluations (Section 101.011 Performance Evaluation Manual)

You will receive periodic performance reviews, discussed with you by your supervisor. The frequencies of performance evaluations are established in the Administrative Manual, Section 101.011, Performance Eval Manual

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement and objectives or goals for future work performance. Positive performance evaluations do not guarantee increases in pay rate, promotions, or continued employment. Pay increases and promotions are solely within the discretion of the District and depend upon many factors in addition to performance. After the review you will be required to sign the evaluation report to acknowledge that it has been presented to you and discussed with you, and that you are aware of its contents.

Meal Periods

All 40-hour employees who work at least a five-hour shift will receive a 30 minute unpaid and uninterrupted meal period available to each employee who works at least a five-hour shift. We encourage employees to take a meal period to relax or to take care of personal matters. Employees will be relieved of all duty during the meal period and are not required to remain on the premises. If the District concurs, you may waive your meal period if your work period is no more than six hours in the workday.

Firefighters are considered on-call throughout the 24-hour shift and on-duty meal periods may be interrupted in the event of an emergency.

Rest Periods (40-hour employee)

The District encourages that all employees take rest periods, which shall be insofar as practicable in the middle of each work period. All 40-hour employees will be relieved of

all duty during the rest period. They may leave the workplace, and are not required to carry phones or other electronic devices during a rest period.

Employees are given 10 minutes of rest per four hours of work performed. We will try to permit rest periods in the middle of each work period unless practical considerations render it infeasible. The District will not let employees aggregate rest periods and take them all at once. Employees may need to coordinate schedules so that everyone can take a rest period. If, due to the press of business or for other reasons, you feel as though you cannot take a rest period, contact a supervisor.

An employee is entitled to take rest periods based on the number of hours worked:

<u>Hours Worked</u>	<u>Rest Periods Allowed</u>
0 – 3.4 hours	0
3.5 – 6 hours	1
6.1 – 10 hours	2
10.1 – 14 hours	3
14.1 – 18 hours	4

Recovery Period (Section 203.005)

The District policy for working in extreme environments is covered under the Administrative Manual, Section 203.005 Heat Stress & Cold Weather.

On Call Time

Firefighters are considered on-call throughout the 24-hour shift, and all hours are paid.

On occasion, an administrative employee may be asked to be on-call after normal business hours. The employee will be paid for all work performed while on call. However, not all time spent on-call is compensable work time. Therefore, unless the District places excessive limitations on your activities, calls are restrictively frequent, or other circumstances restrict your activities while on-call, the time spent will not be considered hours worked.

Employee Conduct (Section 109.011, 111.001, 111.002)

NCFPD requires all employees to conduct themselves in a professional manner at all times. Administrative Manual, Section 109 covers employee conduct. The following are topics covered in the Administrative Manual.

1. Insubordination, refusal to follow instructions or to perform job assignments, or rude behavior.
2. Unauthorized sleeping or leaving the job during work hours.

3. Theft, unauthorized removal or willful damage to any property belonging to another employee, the public, a vendor or to the District.
4. Possession of firearms or other dangerous weapons on District premises without proper authorization.
5. Reporting for work under the influence of drugs or alcohol, or having drugs, alcohol or paraphernalia in your possession on work premises.
6. Falsification or omission of pertinent information of the District records.
7. "Horseplay," wrestling, dangerous practical jokes, or throwing objects.
8. Repeated absences or tardiness, including unreported absences.
9. Disregard for safety rules or practices, security regulations or safety disciplinary rules.
10. Substandard or unsatisfactory work performance.
11. Leaving the workplace without notifying your supervisor.
12. Unauthorized operation, repair, or attempt to repair machinery, tools, or equipment.
13. Unauthorized use of the telephone or computers.
14. Committing any act of violence against another employee, customer or vendor.
15. Using District-owned material, time, equipment, or personnel for any unauthorized purpose.
16. Failure to immediately report an injury or accident to your supervisor.
17. Posting or removing any materials on District property without proper approval.
18. Unauthorized entry or exit from the premises at any location at any time.
19. Abusive, rude or profane language to employees, customers or vendors.
20. Smoking in any/all enclosed areas of the workplace.
21. Provoking a fight, or fighting during working hours or on the District premises.
22. Engaging in criminal conduct, whether or not related to job performance.

23. Personal use of District equipment, including computers and electronic technology.

24. Violation of any District policy.

The foregoing is not all-inclusive, but only serves as examples of conduct that will not be tolerated. Moreover, the District reserves the right to terminate the employment of any employee at any time, with or without notice or reason.

TIME OFF

Paid Vacation (Section 101.002)

Full-time employees are eligible to accrue paid vacation benefits beginning the first day of employment. You will not accrue vacation benefits if you are on a leave of absence or are suspended.

The administration of annual vacation leave is in conformance with the *North Central Fire District, Board Resolution 19-02*. See *Administrative Manual, Section 101.002 Constant Staffing Policy* for procedures.

56-Hour shift employees accrue paid vacation as follows:

Length of Service	Firefighters		Mid-Management	
	Accrual per Pay Period	Annual Vacation Accrual	Accrual per Pay Period	Annual Vacation Accrual
0 to 5 years	5.00 hours	120 hours (5 shifts)	7.50 hours	180 hours (7.5 shifts)
6 to 10 years	7.00 hours	168 hours (7 shifts)	10.00 hours	240 hours (10 shifts)
11 years or more	9.00 hours	216 hours (9 shifts)	12.00 hours	288 hours (12 shifts)

The vacation periods begin each Fiscal Year (FY) on July 1st and ending on June 30th. Each member will draw vacation periods based on seniority in January each year. A member may elect to draw their vacation in one consecutive period or split the vacations in two periods. Members will draw vacation selections using the *Administrative Manual, Section 106.085, Vacation Request (NC-83)* form.

Also see *Administrative Manual, Section 106.022, Leave Payoff Request (NC-20)* form.

40-hour employees accrue paid vacation as follows:

Length of Service	Administrative Staff		Mid-Management	
	Accrual per Pay Period	Annual Vacation Accrual	Accrual per Pay Period	Annual Vacation Accrual
0 to 5 years	3.34 hours	80 hours (10 days)	5.00 hours	120 hours (15 days)

6 to 10 years	4.67 hours	112 hours (14 days)	5.83 hours	140 hours (17.5 days)
11 years or more	6.00 hours	144 hours (18 days)	6.67 hours	160 hours (20 days)

The amount of vacation time you may accumulate must not exceed 2 times the maximum number of hours for which you are eligible in the year. For example, if you are a firefighter in your second year of continuous service, you may accrue no more than 240 hours of vacation. If you are an administrative employee in your twelfth year of service, you may accrue no more than 288 hours of vacation. Once you have accrued the maximum amount of vacation time, you cannot accrue additional paid vacation benefits until you begin using your accrued unused vacation.

56-hour employees may begin using accrued vacation time after one year of employment and use of vacation time is governed by Administrative Manual, Section. 40-hour employees may begin using accrued vacation after six months. Mid-management positions may take the accrued hours in excess of non-management positions after one month.

The scheduling of your vacation depends in part on the District’s operational needs and the requests for vacation and leaves of absence of other employees. Please submit all vacation requests to your supervisor with as much advance notice as possible, and do not make unchangeable plans, such as buying an airline ticket, until you know the request has been approved. If an exempt employee is absent from work for personal reasons, for a period of 4 hours or more, the District will deduct accrued vacation time.

All available vacation must be used before unpaid time off will be permitted.

The District has policy allowing employees to “cash out” accrued vacation hours. See *Administrative Manual, Section 101.002 Constant Staffing Policy*.

Vacation Leave is covered in the following:

Administrative Manual

Section 101.004, Leave Usage and Approval

Section 101.005, Leave of Absence

Paid Sick Leave (Section 101.006)

In compliance with California’s Healthy Workplaces, Healthy Families Act, all employees accrue state-mandated paid sick leave on a monthly basis as follows:

56-hour employees: 12 hours per month

40-hour employees: 8 hours per month

A new employee is entitled to use accrued sick leave beginning on the 90th day of employment. Administrative Manual, Section 101.006 Sick Leave policy provides

Employees must use sick leave in at least two-hour increments, unless a smaller amount of time is approved by a supervisor. Sick leave will be paid at the employee's regular hourly rate of pay.

Unused sick leave will not be paid to the employee at the separation of employment. However, if the employee is rehired by NCFPD within one year of the date of separation, previously accrued but unused sick leave will be reinstated at rehire.

NCFPD will maintain records documenting sick leave accrued and used. We will make them available within 21 days upon request.

Sick Leave is covered in the following

Administrative Manual

Section 101.004, Leave Usage and Approval

Section 101.005, Leave of Absence

Make-Up/Flex Time (40-hour employees)

NCFPD allows the use of make-up/flex time when non-exempt employees need time off to tend to personal obligations. You may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek. Make-up/Flex time worked will not be paid at an overtime rate.

Make-up/Flex time requests must be submitted in writing to your supervisor, with your signature on the "Make-Up/Flex Time Request" form NC-88 provided by NCFPD. The form is available from the Executive Assistant. Requests will be considered for approval based on the legitimate business needs of the District at the time the request is submitted. A separate written request is required for each occasion you request make-up/flex time.

If you request time off that you will make up later in the week, you must submit your request at least 24 hours before the desired time off. If you ask to work make-up/flex time first to take time off later in the week, you must submit your request at least 24 hours before working the make-up/flex time. Your make-up/flex time request must be approved in writing before you take the requested time off or work make-up/flex time, whichever is first.

All make-up/flex time must be worked in the same workweek as the time taken off. The District's seven-day workweek is Monday to Sunday. You may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to personal obligations.

If you take time off and are unable to work the scheduled make-up/flex time for any reason, you may be required to use accrued vacation to cover the hours missed. If no vacation time is available or used, the hours missed would be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work make-up/flex time before you plan to take time off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of make-up/flex time is completely voluntary. NCFPD does not encourage, discourage or solicit the use of make-up/flex time.

Holidays

NCFPD observes the following paid holidays for all full-time employees:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day

40-hour employees will also be given half-day (4 hours) paid holidays on Christmas Eve and the Friday before Easter Sunday.

If a holiday falls on a Saturday it will be observed the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. All holiday observances will be announced in advance.

If a holiday falls during your approved vacation period, and you would have otherwise been scheduled to work, you will be paid for the holiday and will not be charged with a vacation day.

Any 56-hour employee whose regular assignment requires work on an observed holiday will receive an additional .5 hour of straight time pay equal to overtime for the number of hours worked.

On occasion, the Fire Chief may assign certain 40-hour employees to work on an observed holiday. When this occurs, the employee will be paid at 1.5 times his/her hourly rate for each hour worked.

Pregnancy Disability (Section 101.006)

NCFPD wants to assist its employees who are pregnant to continue to work as long as they are able, and to take the appropriate amount of time off for the birth of the baby and for recovery. The District has adopted this policy to achieve these goals.

If you are disabled by pregnancy, childbirth, or related medical conditions, you are eligible to take no more than four months of unpaid leave. Four months means the number of days you would normally work within a four-month period, which is 17 $\frac{1}{3}$ weeks. If your schedule varies month to month, a monthly average of hours worked over the four months prior to the beginning of the leave period will be used to calculate your normal work month.

If you work a 40 hour per week shift, four months means 693 hours of leave entitlement (40 hours x 17 ½ weeks).

Leave can be taken in a block, as intermittent leave, or as a reduced work schedule. For example, you could take intermittent leave for medical appointments.

We will treat employees disabled due to pregnancy like other employees temporarily disabled by a medical condition. You may also be able to transfer to a different position during the period of your disability if medically advisable and the transfer can be reasonably accommodated. If you are transferred to another position, you will retain your rate of pay and benefits. You will not be transferred over your objections unless your health care provider certifies that you need to take an intermittent leave or work a reduced schedule. In that case, the District may transfer you temporarily to an available alternate position. When the transfer is no longer medically advisable, we will return you to your original or comparable position.

You may be entitled to an accommodation if medically advisable and the accommodation is reasonable. We will consider factors such as your needs, the duration of the requested accommodation, the cost to the organization, and available personnel to assist. We expect you to engage in a good faith interactive process to identify and implement a reasonable accommodation.

The District requires you to provide reasonable notice of the need for a reasonable accommodation, transfer or leave, including the anticipated time and duration of the accommodation, transfer or leave. This typically means at least 30-days' notice, unless the need was not foreseeable (such as due to an emergency).

The District also requires that you provide medical certification as a condition of providing an accommodation, transfer or leave. If foreseeable, we ask that you provide the notice and medical certification at least 30 days prior to the accommodation, transfer or leave. If the need is not foreseeable, we ask that you provide the certification within 15 days of our sending you the certification form. This form may arrive either via mail, email or personal delivery.

The District will also request that you provide medical certification of your ability to return to your position or duties following your leave or transfer.

Failure to timely provide notice of the need for an accommodation, transfer or leave could result in a delay of approval for the accommodation, transfer or leave. If you fail to provide notice or fail to provide medical certification, approval for any accommodation, transfer or leave could be denied. Other consequences, including loss of employment, could result if you are not at work and you fail to communicate with District representatives.

We also ask that you make reasonable efforts to schedule appointments or treatments to minimize disruption to our operations and ability to provide the products and services our

customers and clients expect. Of course, we recognize that appointments and treatments will be subject to the advice of your health care provider.

You may elect to use any accrued vacation or sick leave you have available. This means that your pregnancy disability leave and paid benefit will run concurrently, and you will receive compensation during the absence. Your ability to substitute accrued paid leave is determined by the terms and conditions of the District's normal leave policies. All paid time off will count toward your maximum leave total.

During your leave, The District will continue to provide benefits, for up to a maximum of four months over a 12-month period, under our group health plan at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of the leave. We may recover the premium it paid on your behalf if you fail to return from leave and your failure to return is for a reason other than: (1) You are taking leave under the California Family Rights Act; (2) the continuation, recurrence or onset of a health condition that entitles you to take pregnancy disability leave; (3) non-pregnancy related medical conditions requiring further leave unless you chose not to return following the leave; (4) where you must care for yourself or for a family member; or (5) other circumstances beyond your control.

Before you start a leave or transfer, the District will provide you with a document setting forth the period of your leave or transfer, including scheduled return date. The document will also include a guarantee of reinstatement to your same position or duties, or to a comparable position, unless excused as set forth in this policy.

You are guaranteed the right to return to the same position or duties. However, you do not have any greater right to reinstatement than you would have had if you had been continuously working. For example, if you would not have been employed in the same position at the time of reinstatement for legitimate business reasons unrelated to your leave or transfer, NCFPD is excused from returning you to that position.

In that case, you will be reinstated to a comparable position unless NCFPD would not have offered you a comparable position had you been continuously at work or there is no comparable position available. A position is available if it is open on your scheduled date of reinstatement or within 60 calendar days for which you are qualified (or for which you are eligible pursuant to District policy, contract or CBA). We will provide you notice of available positions during the 60-day period.

In order to provide you with information regarding rights and responsibilities under the law, you will be provided with a notice entitled "Your Rights and Obligations as a Pregnant Employee." It is also available from the Executive Assistant. Please ask if you have any questions. We want this wonderful time in your life to be as free from worry and concern as possible.

Family and Medical Leave of Absence (Section 101.005, 101.006)

An eligible employee may take a Family and Medical Leave of Absence pursuant to the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA") due to:

- The birth or adoption of a child;
- the placement of a foster child with the employee;
- the need to care for a child, spouse (or registered domestic partner) or parent with a serious health condition; or
- the employee's own serious health condition.

All employees will be provided with a copy of the general notice provided by the federal government, "Employee Rights and Responsibilities Under the Family and Medical Leave Act", WH Publication 1420, as well as a copy of the state CFRA brochure.

"Serious health condition" is defined as an illness, injury, impairment, physical or mental condition that involves inpatient care or continuing treatment or supervision by a health care provider. If your own serious health condition is related to pregnancy, childbirth or a related medical condition, you may also be eligible for a leave pursuant to the Pregnancy Disability Leave law ("PDL"). Typically, an FMLA leave runs concurrently with a PDL leave. CFRA and PDL typically do not run concurrently. Leave due to the birth or adoption of a child, or the placement of a foster child, must be taken within the 12-month period following birth, adoption or placement.

An eligible employee may be permitted to take time off to care for a child even if that child is an adult provided the following conditions have been met: (1) the adult child must have a disability; (2) the adult child must be incapable of self-care due to the disability; (3) the adult child must have a serious health condition; and (4) the employee-parent must be needed to care for the adult child due to the serious health condition.

To be eligible for Family and Medical leave, you must:

- Have been an employee of NCFPD for at least 12 months prior to the date the leave begins; and
- Have provided at least 1,250 hours of service during the 12-month period preceding the leave.
- Work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

A break in service of seven years or more will not be counted in determining whether the employee has been employed for at least 12 months, except for a break in service caused by a military service obligation. The 12-month period may include part of the leave of absence. In that case, FMLA and CFRA would start after the leave commenced. The reporting worksite will typically be the assigned location for an employee without a fixed worksite.

Your eligibility must be verified. We encourage you not to make plans, such as scheduling surgery or purchasing non-refundable air tickets, unless you have received written verification that you are eligible to take a family and medical leave.

An eligible employee may also use the 12-week leave entitlement for a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty, or has been notified of an impending call or order to active duty in the Armed Forces, the Reserves or the National Guard in support of a contingency operation. Qualifying exigencies include attending military events and related activities, arranging for alternative childcare or school activities, addressing certain financial and legal arrangements, attending counseling sessions, taking part in rest and recuperation (limited to 15 days), and attending post-deployment activities within 90 days of the end of the military member's covered active duty. Covered active duty is defined for members of a regular component of the Armed Forces, as duty during deployment to a foreign country; for members of a reserve component, it is defined as duty during deployment to a foreign country under a call or order to active duty.

With the exceptions stated in the next paragraph, an eligible employee is entitled to no more than 12 workweeks (60 working days) of unpaid leave within a 12-month period. The 12-month period is calculated from the first day the Family and Medical Leave of Absence is taken. If both parents work for the District, they will be unable to take more than 12 weeks of combined leave in connection with the birth, adoption, or foster care of a child.

An eligible employee who is a spouse, son, daughter, parent, or next of kin may take up to 26 workweeks of unpaid leave to care for a member of the Armed Forces, National Guard or Reserves, or a veteran who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness sustained in the line of duty on active duty. A serious injury or illness for a veteran means it was incurred or aggravated in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating; (2) a physical or mental condition for which (s)he has received a VA Service Related Disability Rating of 50 percent or greater in whole or in part on the condition; (3) a physical or mental condition that substantially impairs his/her ability to secure gainful employment by reason of a condition related to military service, or would do so without treatment; or (4) an injury which allowed the veteran to be enrolled in the VA Program of Comprehensive Assistance for Family Caregivers.

The service member must have been a member of the Armed Forces at any time during the five-year period preceding the date of the treatment, recuperation or therapy. This leave may be taken once per injury, and it is available only while the service member is in the military.

An eligible employee may also take leave to care for a parent who is incapable of self-care and is the military member's biological, adoptive, step, or foster parent, or any other person who stood in loco parentis to the military member when the member was under 18 years of age. A parent who is incapable of self-care is a person who requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living. As with any exigency leave, the military member must be the family member of the employee requesting exigency leave. This leave is available for the employee when the military member's call to or active duty status necessitates a change in care (1) to arrange for alternative care; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent to a care facility; or (4) to attend meetings with staff at a care facility.

You must give 30 days' notice where the leave is foreseeable. Otherwise, you must notify NCFPD as soon as practicable of the need for Family and Medical Leave of Absence. You must also provide us with sufficient information for us to determine if the leave may qualify as Family and Medical Leave as well as the anticipated timing and duration of the leave.

Continuation of Benefits

During your absence under the Family and Medical Leave of Absence policy, the District will continue to maintain coverage under its health care policies to the same extent as if you were not on leave. If a health care policy requires an employee contribution, you remain responsible for all payments during the leave of absence. We will provide you with advance written notice of the terms and conditions under which premium payments must be made. The District may cancel your health care benefits if you are more than 30 days late in paying your premium. We will provide you with 15 days' written notice of the intent to cancel coverage due to non-payment.

If you fail to return to work after the leave of absence, you will be required to repay the District for premiums it paid on your behalf. If a key employee is notified that the District can't reinstate the employee due to substantial and grievous economic injury, we will not attempt to recover the costs of health care premiums.

You will not accrue vacation, sick leave or holiday pay during your family leave. Additionally, unpaid FMLA leave will not be treated as credited service for purposes of benefit accrual, vesting dates and eligibility to participate.

If your leave is related to pregnancy disability, you may be able to continue your health care benefits for up to four months in a 12-month period. Please review the Pregnancy Disability Policy for more information on the continuation of benefits. Additionally, if you fail to return to work after the leave, NCFPD may recover the premiums paid on your behalf.

An exempt employee's pay may be reduced due to an intermittent or reduced work schedule.

Reinstatement

Generally, employees are entitled to a comparable position upon the termination of leave under the Family and Medical Leave of Absence policy. However, an employee has no greater right to reinstatement or to any benefits than if the employee had been continuously employed during the leave period. Moreover, NCFPD is not required to reinstate an employee who is paid a salary and is among the highest paid 10 percent of employees within 75 miles of the worksite, if necessary to prevent substantial and grievous economic injury to the company and if the employee is notified of the intent to refuse reinstatement. The District will inform a key employee in writing of any determination that substantial and grievous economic injury to operations could occur that might result in the employee not being reinstated so that the employee has a reasonable time to return to work, or not take the leave.

The right of reinstatement exists even if the employee has been replaced or the position has been restructured to accommodate the employee's absence. If the employee is no longer qualified for the position because of the employee's inability to attend a necessary course, renew a license or similar reason, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. We may accommodate an employee's request to be restored to a different shift, schedule, position or location.

The District will not require an employee to undergo a fitness-for-duty examination as a condition or an employee's return from FMLA/CFRA leave unless it is job-related and consistent with business necessity.

We will engage in an interactive process if an employee is unable to return to work after a Family and Medical Leave of Absence.

Procedure for Requesting Family Care and Medical Leave

Notice Requirements: An employee must provide proper notice as a condition of eligibility for a leave, at which time the Business Manager will inform you of your specific rights under the FMLA and CFRA leave provisions. You must provide at least verbal notice sufficient to make NCFPD aware that you need FMLA or CFRA leave, the date it will commence, and the anticipated duration of the leave. For events that are unforeseeable 30 days in advance, but are not emergencies, you must notify the District as soon as you learn of the need for the leave, ordinarily no later than one to two working days after you learn of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, NCFPD may request you to reschedule the treatment so as to minimize disruption of business.

You may decline to use Family and Medical Leave for an absence that might otherwise qualify. For example, you might want to use only your vacation benefits, and not Family and Medical Leave. If you decline to use Family and Medical Leave for an absence, you will be required to return when your authorized leave ends. If you fail to return on time, you could be subject to discipline, including the termination of your employment.

If you fail to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, NCFPD reserves the right to delay the taking of the leave until at least 30 days after the date you provide notice of the need for family care or medical leave.

All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. It is expected that an employee will provide notice to NCFPD of the need for a leave extension within no more than one or two working days of learning of the need for additional leave, except in extraordinary circumstances where such notice is not feasible.

Medical Certification: Any request for medical leave for your own serious health condition or for family care leave to care for a child, spouse, or parent with a serious health condition must be supported by medical certification from a health care provider. For foreseeable leaves, you must provide the required medical certification before the leave begins. When this is not possible, you must provide the required certification within 15 calendar days after our request for certification, unless it is not practicable under the circumstances to do so, despite your good faith efforts.

Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of your continued leave. Any request for an extension of the leave must also be supported by an updated medical certification.

We will notify you in writing if we believe that the medical certification is incomplete or insufficient. You will have seven days to correct the problem.

The medical certification for leave to care for a child, spouse, parent or service member with serious health condition shall include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition warrants your participation to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for your own serious health condition shall include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, you are unable to perform the functions of your position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at your option, identify the nature of the serious health condition involved. If NCFPD has reason to doubt the validity of your certification, we may require you to obtain a second opinion from a doctor of the company's choosing at our expense. If your health care provider and the doctor providing the second opinion do not agree, we may require a third opinion, also at our expense, performed by a mutually agreeable doctor who will make a final determination. Before returning to work, NCFPD also may require you to provide medical certification that you are able to return to work.

When leave is taken to care for a covered service member with a serious injury or illness, NCFPD may require the employee to obtain certification completed by an authorized health care provider of the covered service member (as identified in 29 C.F.R. § 823.310). In certain conditions, NCFPD may also be entitled to a second or third opinion.

Bereavement Leave

Upon the death of a member of an employee's immediate family, (employee's family is defined to include a parent, spouse, registered domestic partner, child, sibling, mother-in-law, or father-in-law) the employee shall be allowed use of sick leave not to exceed forty-eight (48) hours for 56-hour employees and up to three consecutive working days for 40-hour employees. Use of sick leave to attend the funeral of a person other than a member of the immediate family may be granted to an employee by the Fire Chief or designee.

There may be cases in which circumstances call for more than three days, and employees may be allowed to use vacation or unpaid time with the approval of the Fire Chief.

Jury Duty

A member receiving a jury summons, shall must inform his/her battalion chief immediately and provide a copy of the jury summons. You will be allowed to take paid time off for each full or partial working day you serve on jury duty. You must report to work on days or parts of days when you are not required to serve as a juror.

Witness Duty (Section 108.003)

Unpaid time off will be allowed if you are required by law to appear in court as a witness. Provide reasonable notice to your battalion chief prior to your court appearance. You will be given paid time off if your appearance is related to District business.

Military Leave of Absence (Section 101.005)

Generally, an employee returning from military leave is guaranteed reemployment and other rights as long as you comply with certain notification and other requirements. You are protected if you meet the following criteria:

- You gave notice that you were leaving the job for military service (unless military necessity or other exigent circumstances precluded the notice);
- The period of service was five years or less;
- You were not discharged from service under dishonorable or other punitive conditions; and
- You reported to your civilian job in a timely manner or submitted a timely application for reemployment.

In some cases, military leaves of absence beyond five years will be protected. See *Administrative Manual, Section 101.005 Leave of Absences Policy*

Return to Work

The period of time within which you must return to work after the completion of service depends on the duration of the military service. If you served less than 31 days, you are required to return to employment by the beginning of the first regularly scheduled work period after the completion of military service. You are, however, excused for the amount of time required to return home safely and for an eight-hour rest period.

If you served between 31 and 180 days, you must file an application for reemployment within 14 days after the completion of military service. If you served more than 180 days, you must file an application for reemployment no later than 90 days after the completion of military service. In all cases, if compliance with the time limits becomes impossible or unreasonable through no fault of your own, you will be given additional time. Furthermore, reporting and application deadlines are extended for up to two years for persons who are hospitalized or convalescing from a service-related illness or injury.

If you are returning from the armed services, you will be reemployed in the job that you would have attained if you had not been absent for military service. The District will provide training or other assistance to returning service members to help them refresh or upgrade their skills to qualify for reemployment.

Benefits

Service members and their families will continue to receive health benefits for 31 days. You and your family may continue health care coverage at their expense for up to 18 months. When returning from military leave you will resume health plan coverage without a waiting period or other exclusion.

The period of military duty will be counted as covered service for the purposes of retirement plan eligibility, vesting and benefit accrual. The District may not make plan contributions during a military leave. However, upon reemployment, NCFPD will restart contributions, and make up contributions that would have been made during your absence. If you are required to contribute to the retirement plan, you will have up to three times the period of military duty or five years, whichever is first, to make the contributions.

Emergency Service Volunteers

Any employee who takes time off to perform emergency duty as a reserve peace officer, or emergency rescue personnel, volunteer firefighter, or a disaster medical response entity will not be discharged or discriminated against in the terms of their employment. An employee who is a health care provider must notify NCFPD when (s)he becomes designated as an emergency rescue personnel and when (s)he is notified of deployment as a result of the designation.

Organ and Bone Marrow Donation Leave of Absence

Employees may be permitted a leave of absence with pay, not exceeding 30 business days for the purpose of organ donation and up to five business days for bone marrow donation in any one year period, as prescribed. The employee must provide written verification that (s)he is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

The employee will be required to use up to five days of accrued but unused compensatory or vacation time for bone marrow donation and up to two weeks of earned but unused vacation for organ donation. During the period of leave under this policy, the District will maintain any group health benefits for which the employee is eligible.

Upon returning from this leave of absence, the employee shall be restored to the position held when the leave began or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment. The District may decline to restore the employee to the same or equivalent position because of conditions unrelated to the leave of absence for organ or bone marrow donation.

Domestic Violence, Sexual Assault & Stalking Protection

If you are a victim of domestic violence as defined in Section 6211 of the Family Code, or a victim of sexual assault or stalking as set forth in the Penal Code, you may take time off

from work to obtain relief, such as a restraining order, to help ensure the health, safety, or welfare of yourself or your child.

As a condition of taking time off for these purposes, you are required to give advance notice of your intention to take time off, unless this is not feasible. When an unscheduled absence occurs, the District has the right to require certification for the leave. Certification may take the following forms:

- A police report stating the employee was a victim of domestic violence or sexual assault.
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, licensed health care provider or counselor that the employee was undergoing treatment for physical or mental abuse resulting from an act of domestic violence, sexual assault or stalking.

You may elect to use any accrued paid compensatory time or sick leave that is otherwise available during this time off.

We will also provide reasonable accommodations for an employee who is the victim of domestic violence, sexual assault or stalking and who requests an accommodation for his/her safety while at work. If you are a victim, we encourage you to meet with a supervisor so that we can discuss what accommodations might be effective. We will take into account any exigent circumstance or danger facing you. We will also consider how to best protect the health and safety of others. Accommodations may include job transfer or reassignment, changed telephone number or work station, the installation of locks, the implementation of safety measures, or any other reasonable accommodation that can provide you with protection.

We may ask you to confirm in writing that the accommodation is for the purpose of providing you a safe workplace. We may also request certification that you are actually a victim of domestic violence, sexual assault or stalking. We will keep the certification confidential and not disclose it except as required by law or to protect your safety. We will give you advanced notice of any disclosure.

Victims of Crime

If you, an immediate family member, domestic partner, or your domestic partner's child is a victim of a violent or serious felony as defined by the Penal Code or felony theft or embezzlement, you may take unpaid time off from work in order to attend judicial proceedings related to that crime.

When feasible, prior to taking time off, you must supply a copy of the notice of each scheduled proceeding provided to the victim. When advance notice is not feasible or an

unscheduled absence occurs, the employee may, within a reasonable amount of time provide documentation evidencing the judicial proceeding from any of the following entities:

- The court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness office that is advocating on behalf of the victim.

If you or your spouse, parent, child, sibling or guardian, is a victim of certain offenses, you may take unpaid time off to appear in court to be heard at any proceeding, including delinquency proceedings, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue.

You may elect to use any accrued paid compensatory time or shift trade that is otherwise available during this time off.

Discretionary Leave of Absence

NCFPD recognizes that there may be times when additional time off may be requested beyond the benefits provided. In such cases, which may include times of a personal or family emergency, you may be provided with additional time off. If it becomes necessary to fill your position during a discretionary leave of absence, the District will make reasonable efforts to notify you to determine if you will return to work. If you are unwilling or unable to return, your position will be filled. If you elect not to return from a discretionary leave of absence, you will be considered to have voluntarily terminated employment with District. All employees are subjected to *Administrative Manual, Section 101.004 Leave Usage and Approval, and Section 101.005 Leave of Absences*.

BENEFITS

Health Care

Certain employees and their dependents including spouses, children, registered domestic partners and children of the registered domestic partner may be eligible for coverage under the District's medical plan. Employees may be required to pay all or a portion of the insurance premiums. Leaves of absence may affect coverage under the medical plan.

The official plan documents set forth the specific terms, conditions, and limitations regarding program eligibility and benefit entitlement. This handbook is not part of any official plan document of any benefit program, nor does it restate all of the features of the health care benefits program. Official plan documents should be consulted for further information regarding each benefit program. Questions and requests for copies of official plan documents should be directed to the Business Manager.

While it is our present intention to continue these benefits, we reserve the right to modify, curtail, reduce or eliminate any benefit, in whole or in part, either with or without notice. Neither the benefit programs nor their descriptions are intended to create any guarantees regarding employment or continued employment. As noted elsewhere in the handbook, employment relationships are for an indefinite term and are terminable at will, either at the option of the employee or District.

Workers' Compensation (Section 110.002)

NCFPD maintains workers' compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. If an injury occurs, notify your supervisor for directions to the nearest medical facility of an approved health care provider. You are required to immediately notify your supervisor of all work-related injuries or illnesses. See Administrative Manual, Section 110.002 Appropriate Level of Care for On-the Job Injuries (OJI) Policy and Section 110.003 On-the-Job Injury (OJI) Reporting Policy, to ensure proper care and reporting are provided.

NCFPD or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of your work-related duties. Any questions regarding workers' compensation should be addressed to the Personnel Officer or Business Manager.

Paid Family Leave (PFL)

California's Paid Family Leave (PFL) program does not provide an employee with a leave of absence. However, if you are entitled to a leave of absence under a state or federal law or by District policy, you may receive pay from the state for up to six (6) weeks in a

twelve (12) month period to care for a parent, spouse, child, domestic partner, child of a domestic partner, grandparent, grandchild, sibling, or parent in-law, or to bond with a child. Eligibility for benefits is determined by the Employment Development Department (EDD).

You must provide medical certification to the state establishing that a family member's serious health condition warrants PFL coverage. The certificate must include a diagnosis and International Classification of Diseases code; the commencing date of the disability; the probable duration, and the estimated time care is needed.

For bonding, PFL is limited to the first year after the birth, adoption or foster care placement of a child. A separate certification must be completed for leave associated with bonding.

You are required to use up to two weeks accrued vacation leave prior to accessing PFL benefits.

HEALTH AND SAFETY

At NCFPD, health and safety is a priority. We need your cooperation to keep our working environment both safe and productive. Please read the following section carefully.

Injury and Illness Prevention Program (Section 203.007)

NCFPD maintains an Injury and Illness Prevention Program (IIPP). You will receive training in order to enable you to safely perform your job duties. The IIPP is available for your review during working hours. Employees are also required to participate in periodic training meetings. If you have any questions related to health and safety, please refer to the IIPP, or speak with your Battalion Chief or the Business Manager.

Reporting On-The-Job-Accidents

All accidents or injuries that occur in the course of your employment must be reported to the on-duty battalion chief and injuries procedures are described in *Administrative Manual, Section 110.003 On-the-Job Injury (OJI) Reporting Policy*, regardless of how minor the injury may appear.

Safety Suggestions (Section 104.017)

In keeping with our goal of creating a safe and healthy working environment, the District has established a Safety Committee which welcomes any and all safety related employee suggestions, concerns and complaints. *Administrative Manual, Section 104.017 Safety Committee* defines members, roles and responsibilities of the committee.

Safety While Driving

Safety is the first priority when driving. The following rules apply when driving on District business or traveling to or from home from District business, whether in your personal vehicle or in a District vehicle:

- Operate the vehicle safely. Observe all traffic laws and drive courteously. The way you drive reflects on you and the District.
- Wear your seat belt at all times while operating the vehicle.
- Report any accident, regardless of how minor, to your supervisor as soon as possible, and no later than the end of your shift.
- Do not carry unauthorized riders or passengers, including non-employees and/or others not specifically assigned to accompany the authorized driver by the Fire Chief.

Before using a personal vehicle for District business, you must provide a current copy of your driver's license and proof of automobile liability insurance. In addition, a copy of your DMV driving record may be required.

Safe Use of Cellular Phones

Safety is the first priority when driving. You should avoid activities that distract you from driving. You must comply with the law if you use a cellular device in the car. The law states:

- A person shall not drive a motor vehicle while holding and operating a handheld wireless telephone or an electronic wireless communications device unless it is specifically designed and configured to allow voice-operated and hands-free operation, and it is used in that manner while driving.
- A handheld wireless telephone or electronic wireless communications device may be operated in a manner requiring the use of the driver's hand while the driver is operating the vehicle only if: (1) the handheld wireless telephone or electronic wireless communications device is mounted so as not to hinder the driver's view of the road; and (2) the driver's hand is used to activate or deactivate a feature or function of the handheld wireless telephone or electronic wireless communications device with the motion of a single swipe or tap of the driver's finger.

Other safe practices include:

- Pulling to the side of the road, or parking the vehicle if you are having difficulty concentrating.
- Discontinue the phone call if it is a complicated discussion, or distracts you from your driving; and
- Do not take notes while driving.

Anti-Substance Abuse Policy for All Employees

NCFPD is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when an employee illegally uses drugs or alcohol on the job; comes to work under their influence; or possesses, distributes or sells drugs in the work place. Every employee shares the responsibility for maintaining a safe work environment. Co-workers should encourage anyone who may be abusing alcohol or drugs, or working under their influence, to seek help.

District policy is further defined in *Operating Procedure Manual, Section 203.009 Drug and Substance Abuse Policy*.

Policy Prohibiting Drug and Alcohol Abuse

No employee may possess, sell, trade, buy, offer for sale or otherwise engage in the illegal use of drugs or the use of alcohol on the job. The enactment of Proposition 64 in California permitting the recreational use of marijuana does not in any way alter our policies prohibiting drug and alcohol abuse.

No employee may report to work under the influence of illegal drugs, alcohol, or other substances that impair the employee's ability to safely and efficiently perform his or her job duties. If an employee holds a safety sensitive position, he/she may be subject to random drug testing. Employees are subject to reasonable suspicion testing when there is reasonable cause to believe that the use of drugs or alcohol likely contributed to the incident and testing can accurately identify the impairment caused by drug or alcohol use.

Any employee who is using prescription (including domestic and foreign prescriptions) or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting work.

Employees should be aware that substances, including medications, lawfully used in foreign countries, may give rise to a positive drug test. Even in this situation a positive drug test will subject the employee to disciplinary actions, up to and including termination of employment.

An employee's conviction on a charge of illegal sale, purchase, possession or use of a controlled substance, even if the incident occurs off-duty and not in the work place, may result in a loss of employment. Any employee convicted of such a charge must notify the Fire Chief within five calendar days of the conviction.

The District is committed to protecting the health and safety of individual District employees, their co-workers, and the public from the hazards caused by the misuse of drugs and alcohol by its employees. More policy detail is defined in the *Administrative Manual, Section 203.009 Drug and Substance Abuse Policy*.

Smoking

NCFPD is committed to providing a healthy and safe work place. In keeping with this commitment, smoking is governed by *Administrative Manual, Section 203.010 No Tobacco Use Policy*. The general public or visitors to District fire station shall not be permitted to smoke in areas of enclosed spaces include covered parking lots, lobbies, lounges, waiting areas, living spaces, restrooms, or apparatus bays.

Employees who smoke do not receive extra rest periods.

Workplace Violence

NCFPD is committed to preventing workplace violence and to maintaining a safe work environment. All employees, customers, and vendors should be treated with courtesy and respect at all times.

Conduct that threatens, intimidates or coerces another employee, member of the public, vendor or other business associate will not be tolerated. District resources may not be used to threaten, stalk or harass anyone at the workplace or outside of the workplace. The District treats threats coming from an abusive personal relationship as it does other forms of violence.

Workplace violence includes many types of behavior including, but not limited to, the following:

- Any type of physical violence toward a person
- Threats of violence, whether direct, indirect or conditional
- Physical intimidation or aggression
- Unauthorized possession of a weapon on District property or during work-related activities

Behavior that, from the perspective of a reasonable person, generates a concern that an individual may act out violently may also be reported and investigated under this policy. This may include, but is not limited to stalking, erratic behavior caused by mental illness or substance abuse, and suicidal statements.

NCFPD will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. We will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, we may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Employees are encouraged to bring their disputes to the attention of a member of management before the situation escalates. The District will not discipline employees for raising such concerns in good faith.

PERSONNEL POLICIES

Personnel Documents

It is important that your personnel records contain accurate and up-to-date information. Any changes of name, address, telephone number, or number of dependents should be reported to the Personnel Officer, Business Manager or Principal Account Clerk promptly. We also request that you supply us with the name, address, and telephone number of the person you wish to have contacted in the event of an emergency.

The District will not display, disseminate or require you to use your social security number for any purposes, unless strict security devices are in place or required by law.

The District will immediately disclose to affected employees, any breach of the security of our computerized systems that includes personal information. If a current employee's personal information is released, we will provide written notification to the individual. Former employees will be notified through written correspondence to the most recent address on file. Notification may be delayed if a law enforcement agency determines the notification will impede a criminal investigation.

Access to Your Own Personnel Records

Pursuant to Labor Code section 432, NCFPD will give you a copy of any document you sign relating to the obtaining or holding of employment.

Pursuant to Labor Code section 1198.5, you have the right to inspect or receive a copy of personnel records related to your performance or any grievance concerning you.

The District will make personnel records available within 30 days from the receipt of your written request. We will provide you with a form you may use to make the written request.

NCFPD will not provide you with records relating to the investigation of a possible criminal offense, letters of reference or rating reports or records obtained prior to your employment, prepared by examination committee members or obtained in connection with a promotional examination. Prior to production we may redact the names of any nonsupervisory employees. You will be responsible to pay the actual costs of reproduction.

Upon request, NCFPD will provide you with a copy of your paycheck stubs (which may be a computer-generated document) showing information such as hours worked, compensation earned and deductions. We will provide you with these records within 21 days of your written request. You will be responsible to pay the actual costs of reproduction.

Conflict Resolution Procedure (Section 107.001)

The purpose of this policy is to provide a procedure by which employees may resolve differences, inform NCFPD of any concerns, or to grieve any action or decision of the District or its representatives. See *Administrative Manual, Section 107.001 Grievance Procedures Policy* for procedures.

Employment References and Verifications

Calls and written requests to verify employment are referred to the Business Manager, Principal Account Clerk, or Executive Assistant. Persons requesting to verify employment will be given the name, title and date of hire of an employee. No other information will be given unless you sign an authorization form allowing NCFPD to do so.

Background Checks

Generally, if NCFPD hires a third-party to provide an investigative consumer report of any employee or conditional hire, we will comply with the Federal and State Fair Credit Reporting Acts. We will obtain your prior written consent by disclosing the information gathered or received to you, and provide you with a summary of rights. Verifications of prior employment, education, job-related license or certification, social security number, or professional references may be conducted prior to an offer of employment.

If NCFPD intends to deny a conditional hire a position because of criminal conviction history we will make an individualized assessment as to whether the conditional hire's criminal conviction history has a direct and adverse relationship with specific job duties justifying the denial. We will consider the nature and gravity of the conduct, the time that has elapsed since the conduct and completion of sentence, and the nature of the job sought.

If NCFPD makes a preliminary decision that the criminal conviction history disqualifies the conditional hire, we will notify the conditional hire of the decision. The notice will contain the disqualifying convictions, a copy of the criminal conviction history report, and an explanation of the conditional hire's right to respond the decision within five business days. The notice will inform the conditional hire that (s)he may include evidence of the accuracy of the report, evidence of rehabilitation and mitigating circumstances.

If the conditional hire notifies the District in writing that (s)he disputes the accuracy of the conviction history report, we will provide the conditional hire five additional business days to respond.

NCFPD will consider the information submitted before making a final decision. If the application is denied because of criminal conviction history, we will send a notice to the conditional hire regarding the final denial and the conditional hire's right to file a complaint with the DFEH.

Drug testing and medical examinations will only be administered after other tests or investigations are completed and a job offer has been extended. The nature of the medical examination will be disclosed to the conditional hire prior to testing and will be related to specific job duties.

Credit Reports

A credit report is defined as any written, oral, or other communication of any information by a credit reporting agency bearing on a person's credit worthiness, credit standing, or credit capacity. A credit report does not include a record verifying income or employment, or obtain credit-related information, such as credit history, credit score or credit record.

A credit report may be conducted for persons applying for the following positions only:

- A managerial position;
- A position for which the law requires that a consumer credit report to be obtained;
- A position that involves regular access to the bank or credit card account information, social security number, and date of birth for any person (except for routine credit card solicitations or applications);
- A position that requires the employee to be named signatory on District bank or credit card accounts;
- A position that authorizes the employee to transfer money on behalf of NCFPD;
- A position for which the person is authorized to enter into financial contracts on behalf of NCFPD;
- A position that involves access to confidential, proprietary or trade secret information; and
- A position that involves regular access to cash totaling \$10,000 or more during a workday.

Before conducting a consumer credit check, NCFPD or its credit reporting agency will provide written notice to you indicating the specific basis for conducting the credit report. The notice will include a box that you can mark to obtain a copy of the report.

NCFPD will advise you if you are denied the position based in part or wholly on the credit report. We will also provide to you the name and address of the credit reporting agency.

Confidentiality of Personnel and Medical Records

NCFPD will keep all personnel and medical records confidential. Information regarding an employee's medical condition is maintained in files separate from personnel files. Only those supervisors or managers who need to be informed regarding an aspect of the employee's personnel record or medical condition will be allowed access to these records. Confidential medical information may also be available to first aid or safety personnel in the event of an emergency.

Privacy of Health Information

Pursuant to state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA), the District must take certain measures to protect employees' "protected health information." Protected health information is information relating to an individual's medical condition, the provision of medical care for that individual, or the payment for that individual's medical care, which can identify the individual to whom it relates. The District will not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against an individual for exercising your HIPAA rights, filing a complaint, participating in an investigation or opposing any improper practice. You will not be required to waive these rights as a condition of treatment, payment enrollment or eligibility.

Confidentiality of District Information

In the course of your employment you will be exposed to information that NCFPD considers and protects as confidential, proprietary and trade secret information. It is your responsibility to in no way reveal or divulge any such information except in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and the firm may take legal action. Even after your employment with NCFPD terminates, you are required to maintain the confidentiality of this information and not disclose it for any reason.

The confidential information to which you are privy and which you must maintain as confidential includes, but is not limited to, personnel records, budgets and other financial information relating to NCFPD; Any information not covered by the Freedom of Information Act (FOIA) or any information protected by attorney/client relationship or presented to the North Central Fire Protection District governing board during a closed session of a public meeting.

You may be given a personal password to log onto NCFPD's computer system. Passwords are given to allow us to control and restrict access to information to certain employees. Do not give your password to others or allow others to access District data using your password. Nor should you ever, directly or indirectly, copy, download or disseminate or help another person copy, download or disseminate District information for a non-District purpose. You should never download information to take with you when you leave NCFPD's employment, even if you created the document. Engaging in these activities could subject you to civil and/or criminal liability.

Attorney-Client Confidentiality

On occasion, you may be a participant in discussions involving confidential District business, including matters that are the subject of a pending or potential lawsuit. The dissemination of this information to you and others is necessary to communicate litigation strategy and implement the advice of counsel. You must maintain the confidentiality of this information. The information is protected by the attorney-client privilege. The privilege is owned by the District. As a result, only the Board of Directors can authorize the dissemination of any litigation information. You cannot discuss the information with others including co-workers, spouses or friends.

Document Retention

In some cases, such as when litigation is pending or foreseeable, you may have a duty to stop normal purging procedures and preserve existing data. The District will provide notice to affected employees if this duty arises. Altering or deleting documents during a purging hold will be considered grounds for discipline up to and including termination.

Garnishment

If NCFPD receives an order to garnish your wages, it must comply with that order. A garnishment is a stoppage of a specified sum from wages to satisfy a creditor. This will reduce your take-home pay.

Attire and Grooming

Uniforms and grooming are covered in the *Operating Procedures Manual, Section 205.004 Class B Uniform*.

Dress code requirements may vary based on job function, level of public contact, safety issues and other business considerations. When appropriate, the District will make reasonable accommodations in its grooming standards. If you are uncertain as to the appropriateness of a specific clothing item, accessory or style of dress, please consult your supervisor.

The Use of Business Vehicles

As with all other District property, District vehicles are to be used for business purposes only, and only in compliance with the following rules:

- Operate the vehicle safely. Observe all traffic laws and drive courteously. Your driving practices reflect on you and the District.
- Wear your seat belt at all times while operating the vehicle.
- Set the emergency brake, remove the keys and lock the doors when the vehicle is not in use.

- Keep the vehicle clean of personal belongings and/or materials when you are not using it. Remove all litter.
- Do not smoke in the District vehicle.
- Report any mechanical or maintenance problems.
- Visually inspect your vehicle each day and report any damage or problems to your supervisor and/or the repair garage.
- Report any accident, regardless of how minor, to your supervisor as soon as possible, and not later than the end of your shift.
- Do not carry unauthorized riders or passengers.
- Do not carry weapons in the District vehicle unless authorized by the Fire Chief.

Tools and Equipment

Tools or equipment necessary to the performance of a job shall be provided and maintained by NCFPD. Personal use of District property, including tools, vehicles and other equipment is strictly prohibited. In addition, you are prohibited from using tools and equipment on which you have not received training.

Solicitations

In order that employees are not bothered at work and to avoid disruption of NCFPD operations, non-employees will not be permitted to solicit employees during work hours without the authorization of the Fire Chief. Solicitations by employees will be allowed during rest and meal periods.

Expense Reimbursements (Section 108.002)

NCFPD will reimburse employees for reasonable expenses incurred for business purposes. Generally, receipts must be provided to your supervisor for approval of expenses. You will be reimbursed the IRS standard mileage rate if you use your vehicle for District purposes. However, you are still responsible for any expenses associated with operating your own vehicle during business travel time, including but not limited to insurance deductibles. See Administrative Manual, Section 108.002 Mileage Reimbursement for specific policy.

Cash Shortages and Breakage

NCFPD will make a deduction from your wages or require reimbursement, if, after an investigation, it is determined that the shortage, breakage or loss was caused by a dishonest or willful act, or by the gross negligence of the employee.

The Use of Communication Equipment

NCFPD has made a significant investment in technology, including equipment that allows us to better and more efficiently communicate with one another and with third parties. The

technology, including computers and telephone systems, were purchased to improve operations. Unfortunately, some employees may attempt to use the equipment inappropriately.

You should refrain from putting any information on District-owned equipment that is inappropriate, unlawful or that could prove embarrassing. Among those considered offensive are communications that contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability. Communications that violate any other rule or policy contained in this manual are also prohibited. In order to protect its property, maintain costs and improve efficiency, the District reserves the right to search office property including computers, cell phones or pagers and associated billing and usage records.

Access to any website that is offensive or discriminatory is prohibited. You may not use District technology to state positions or opinions that give the impression that you are speaking on behalf of NCFPD, unless you are specifically authorized to do so.

The communication systems should not be used to send or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization. Under no circumstances should any confidential or sensitive materials be disclosed to third parties except for appropriate and authorized business purposes.

You are advised that all information placed on the computers, telephones or any electronic data system, whether or not personal in nature, is property of NCFPD and may be assessed and reviewed by the District, without notice or reason. This information includes, but is not limited to, monitoring sites you visit on the internet, monitoring chat groups and news groups, reviewing downloaded or uploaded material, and reviewing e-mail sent and received by you. We will require you to provide copies of all internet and e-mail passwords used to access or use District-owned equipment. Passwords do not guarantee privacy of any data or information. Nor do system security features such as passwords and message delete functions prevent our ability to access equipment you have used or data you have created, received or sent. Inappropriate use of the equipment could lead to discipline.

You are further cautioned that the use of communication equipment is only for what they are authorized. As an example, unless specifically instructed to do so you may not access or email District information for personal reasons. After you are no longer with NCFPD, you are no longer authorized to use District information or log into District accounts and must return any District property located on personal computers or in your personal possession.

The Use of Social Networking Communications

You may not use District property to create, maintain, amend, view, access, download, contribute to, or store a blog, or post entries on the internet (whether through a social network of any form, or using another method), unless you have written authorization to do so. You may not blog or post entries on the internet (whether through a social network of any form, or using another method) while you are on duty, unless you have written authorization to do so. Do not use District equipment to post or disseminate any copyrighted materials or other intellectual property belonging to someone other than you.

NCFPD has access to all District-provided electronic equipment and property, and may from time to time, and without notice, inspect the condition of the equipment and the communications, content, data and imagery stored on it. You have no privacy rights in any communications, content, data or imagery in District provided digital equipment you access, view, create or save. Those communications, content, data and imagery are also subject to monitoring.

You may also be subject to discipline if any comments, material or information you post, blog, tweet, comment or disseminate on personal equipment:

- Violates the privacy rights of another District employee;
- Discloses the trade secrets or confidential business information of the District or any affiliated business entity, the District's customers, suppliers or vendors;
- Discloses business plans, strategy or prospects of the District or any affiliated business entity;
- Criticizes or disparages other fire agencies, the public or suppliers/vendors used by the District or any affiliated business entity;
- Purports to represent the position, viewpoint, statements, opinions or conclusions of the District or any affiliated business entity;
- Violates laws that prohibit defamation, harassment, discrimination, or retaliation;
- Disparages NCFPD's services;
- Displays contemptuous, opprobrious or abusive comments about the District or its representatives; or
- Suggests that the District endorses or promotes a particular product, commercial enterprise, opinion, cause or political candidate.

This policy does not, however, prevent you from engaging in concerted activities for the purpose of collective bargaining or other mutual aid.

Remember, you are personally responsible for any posting that you make. You can be held personally liable for any statements deemed to be defamatory, obscene, harassing, discriminating, or retaliatory, violate privacy rights, include confidential or copyrighted information (e.g., music, videos or texts that belongs to someone else) or are otherwise unlawful. NCFPD is not responsible for protecting you from the consequences of any information that you post.

Social Media Passwords

Generally, NCFPD will not require or request you to disclose a user name or account password to access a personal social media account. Nor will we ask you to access your personal social media accounts in our presence or to divulge any personal social media. We may ask you to divulge personal social media if we reasonably believe it is relevant to an investigation of employee misconduct or employee violation of applicable laws and regulations. Even in this situation, we will use the information for the investigation or proceeding only.

We do require employees to disclose usernames, passwords or other methods of accessing employer-issued electronic devices. All data, photographs, and documents transmitted on District electronic devices or electronic network is subject to the Freedom of Information Act and public disclosure.

Outside Employment (Section 108.004)

Unless you were hired as a part-time employee, your position with the District is a full-time responsibility requiring your full loyalty. All employees will be held to the same standards of performance and scheduling demands, and exceptions will not be made for employees who also hold outside jobs. If you are engaged in outside employment, whether or not you are a full or part-time employee, shall follow *Administrative Manual Section 108.004 Work Permit Policy*, to ensure an assessment as to whether your outside employment presents a conflict of interest. Furthermore, information, projects or opportunities on which you work as part of your job duties with NCFPD are property of the District and may not be used for personal gain or as information for another agency.

Personal Business

Personal phone calls, text messages, e-mails and visitors during work hours should be kept to an absolute minimum. Except for emergencies, please restrict your personal business to your meal and rest periods. Attending to personal business which includes personal financial gain during work hours is prohibited.

Housekeeping

All employees are expected to keep their work areas clean and organized. Common areas such as fire stations, break rooms and restrooms should be kept clean by those using them. Please clean up after meals and dispose of trash properly.

Searches and Inspections

In order to protect its property, employees and the public, NCFPD reserves the right to search District property including but not limited to fire stations, office desks, computers, containers, storage areas and any other equipment without notice. We also reserve the right to inspect personal property on the premises as warranted, including vehicles,

clothing, packages, lockers, purses and other containers for illegal drugs, alcohol, weapons, stolen property or evidence of a violation of District rules. Searches of personal property will only be conducted when there is reasonable cause to believe that an employee has illegal drugs, alcohol, weapons, stolen property or evidence of a violation of District rules in his/her possession.

NCFPD property and premises may be monitored by means of audio, visual or electronic equipment at any time, without prior notice. Monitored information includes, but is not limited to, monitoring sites employees visit on the Internet, monitoring chat groups and news groups, reviewing downloaded or uploaded material, and reviewing email sent and received by employees. NCFPD will keep copies of all Internet and email passwords. System security features such as passwords and message delete functions, do not neutralize or inhibit our ability to access such materials. You should not expect privacy in any area not specifically designated to you for your exclusive use.

Separation of Employment

Should you decide to end your employment with us, although it is not required, we request that you provide at least two (2) weeks' advance notice. Your thoughtfulness will be appreciated and noted favorably should you ever wish to reapply for employment with the District.

Upon voluntary or involuntary termination of employment, the employee must return all District property including Personal Protective Equipment (PPE), badges, keys, tools/equipment, and documents in satisfactory condition.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

By signing this form, I acknowledge receipt of the handbook. I understand that this handbook does not imply or constitute a contract or employment agreement for a specified term between myself and North Central Fire Protection District (NCFPD.)

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. If I have any questions about the handbook, or any employment matters, I will contact my supervisor.

If any dispute or grievance should arise in the workplace and it cannot be resolved between coworkers, I understand that I am to go to my supervisor to express my concerns, immediately, so that the dispute or grievance can be properly resolved in a timely manner.

I understand that it is my responsibility to in no way reveal or divulge any confidential, proprietary and trade secret information that I may come in contact with, during and after my employment with NCFPD.

I understand that the workplace can be inspected or searched, for reasonable cause. Items including property of NCFPD, personal property brought on the premises, and any information transmitted on computers or communications systems can and will be included in these searches or inspections.

I understand that my work at NCFPD is "at will," meaning that I am free to leave the District at any time, with or without reason, and that the District has the same right to end its employment relationship with me. No one at NCFPD has authority to make a contrary agreement with me except in a formal written document signed by the Fire Chief or Board of Directors and myself. The employee handbook and all other policies and procedures of NCFPD are intended to be consistent with the District's employment-at-will philosophy.

I understand that this handbook contains general statements about current District policy, and that NCFPD retains the right to revise or modify the terms, information, policies, and benefits at its sole discretion and at any time.

I understand that the District may, at its sole discretion, depart from policy from time to time.

Employee Signature _____

Employee Name Printed _____

Date _____