

Fire District #13, Inc.

Employee Handbook

SECTION 6 – DEPARTMENTAL SPECIFIC POLICIES & RELATED FORMS

6.1	Disciplinary Policy.....	2
6.2	Grievance Policy.....	7
6.3	Job Description.....	
6.4	Retirement Policy.....	10
6.5	Retirement System	11
6.6	Standardized Dress Code for Uniformed Personnel.....	12
6.7	Work Schedules, Duties & Responsibilities.....	14

SAMPLE FORMS

DISCIPLINARY ACTION/GRIEVANCE FORM

CORRECTIVE ACTION FORM

APPEAL REQUEST & DOCUMENTATION FORM

DAILY REPORT FORM

SAMPLE TIME SHEETS

6.1 DISCIPLINARY POLICY & PROCEDURE

Statement of Intent

In every organization, it must be understood that all behavior and actions are required to remain within specific parameters in order for that organization to exist and to insure that its integrity remains intact. This document is developed with the intent to provide a clear understanding of those behavior parameters and the actions that must be taken in the event those parameters are breached.

Levels of Disciplinary Need

Tier I

Tier I infractions exist when there are minor breaches in the operational parameter of the organization structure. Although minor, these infractions do require a limited amount of documentation and consequences.

Examples of Tier I Infractions

- Deliberate violation of safety rules
- Failure to fulfill duty watch responsibilities

Tier II

Tier II infractions exist when there is evidence of a more serious infraction that undermines the organizational structure and strength or the reoccurrence of Tier I infractions. Generally Tier II infractions require a minimum of a written reprimand that becomes a part of the individual's permanent file.

Examples of Tier II Infractions

- Discourtesy to another member or to the general public
- Noncompliance of rules and regulations
- Deliberate destruction of fire department property
- Sexual harassment
- Racial, ethnic or religious harassment

Tier III

Their III infractions indicate a serious breach in the operating parameters of the organization. A number of conditions will indicate a Tier III infraction such as repeated infractions of a Tier II nature or an infraction of a nature that constitutes an illegal act or other action that has the potential of causing great harm to the department and/or any member of the department.

Examples of Tier III Infractions

- Willful insubordination
- Conviction of a misdemeanor or felony
- Falsification of any fire department record
- Theft of property from another member or the general public
- Divulgence of any confidential matter
- Misappropriations of fire department funds
- Possession of alcoholic beverages on fire department property
- Possession, use or distribution of any controlled substance on fire department property

It should be understood by all that it is impossible to designate every possible situation, occurrence or scenario that would require some type of disciplinary action. Therefore it should be understood that the previously stated lists are provided for general guidance and are not all inclusive. Each situation requires a timely and impartial evaluation to determine the nature and magnitude of the offense. It is the responsibility of the management of this department to insure that all parties involved are given the opportunity to be heard and due process given. It should also be understood that the management of this department will not allow the organization to be undermined or its integrity questioned. It will also be understood that in the event the infraction is against any individual, whether a member of the department or a member of the civilian public, that individual's rights will be protected and preserved by every means possible. It is only with these principles and ideals that we can operate as a responsible organization that recognize the need to maintain stability and structure in the organization and to protect the rights of all individuals.

Levels of Disciplinary Measures

Within every organizational structure, it is necessary to provide a progressive list of consequences for the various types of infractions that may occur. Though this is a progressive list, it is not intended to be binding in all situations. There is always the unfortunate possibility that an infraction will take place that requires more immediate or more severe consequences.

1. Oral Warning
2. Written Reprimand
3. Removal of Service
4. Suspension
5. Dismissal (*)

* Requires a review with the Arbitration Board

Oral Warning

An oral warning can be issued by a Captain/Station Manager or higher ranking officer. In the event that an oral warning is issued, a written informal note shall be placed in the individual's personnel file for a period of one (1) year. The informal note shall state the date of the warning, the nature of the infraction and the issuing officer's actions.

Written Reprimand

A written reprimand can only be issued by a chief officer. The written reprimand will contain the date of the infraction, a detailed description of the infraction, the date of issuance of the reprimand and details of all actions taken. The reprimand will require the signature of the issuing officer and the individual reprimanded. It should be understood that by signing the reprimand, the individual is not necessarily in agreement with the reprimand but only acknowledges the fact that the reprimand has been issued. If for some reason the individual refuses to sign the reprimand, an uninvolved officer may be requested to confirm the acknowledgment.

Removal of Service

A chief officer may remove from active service any member where it is warranted that a “cooling down” time is needed or where the circumstances indicate that a thorough investigation is required prior to the issuing of any disciplinary action. The removal of service shall require a notation in the personnel files by the issuing officer detailing the date and nature of the action. Once all details of the infraction are determined, the individual will be requested to meet with the appropriate officers to proceed with the necessary actions. This action is intended to provide a means of control in an unusual situation where detailed consideration is required.

Suspension

Only the Chief of the department shall have the ultimate authority to suspend a member. The Chief and one (1) other officer shall meet with the individual to determine the exact extent of the infraction and interview the parties necessary to insure that fair treatment is given to all parties concerned. A suspension will require the signature of the Chief of the department and at least one (1) other chief officer. The period of suspension shall not exceed six (6) months without the additional approval and signature of the President of the Board of Directors. The record of the actions taken in a suspension will remain a part of the individual’s permanent record.

Dismissal*

The dismissal of a member of the department will require a decision of the Arbitration Board after a review of the facts of the infraction(s) that have been noted. The Arbitration Board shall be made up of the Chief of the department, Assistant Chief of Operations, a Captain, a Lieutenant, a member at large and a non-fire department member of the Board of Directors.

Note: The Captain and Lieutenant shall not be the individual's station officers. If a decision of dismissal is determined to be the necessary action, the Chief of the department shall be required to inform the individual of the Arbitration Board's decision and shall place a written record of this action in the individual's permanent file.

Implementation Protocol

1. Disciplinary measures may initiated by numerous means including but not limited to a formal written complaint from a department member or the public, an observation of a ranking officer or by any other means of notification that an infraction has occurred.
2. The first requirement of a disciplinary action is the completion of the appropriate documentation form that must be signed and dated.
3. Once the appropriate documentation has been completed, the individual shall meet with the Captain/Station Manger and one (1) additional officer that shall have the rank of Assistant Chief of Operations or higher. The individual will be counseled in regards to the infraction by both officers. In the event a ranking officer is involved, the next two higher ranking officers will be conducting the counseling session.
4. Any individual shall have the right to appeal any disciplinary action taken. To initiate an appeal, the individual shall provide a written request within ten (10) calendar days of the disciplinary action to the Chief of the department. At that time, the Arbitration Board shall be convened to hear the appeal. In the event of an appeal of an action of dismissal, the Chief shall request a hearing with the entire Board of Directors. Within the department organization, the decision of the Arbitration Board of the Board of Directors will be final.

Documentation Requirements

All phases and/or steps will be documented in writing and all originals shall be submitted to the Chief of the department for placement in the individual's permanent file.

Subordinate officers may only retain copies of any action involved with the permission and knowledge of the individual.

6.2 GRIEVANCE POLICY

Statement of Intent

Any individual shall have the right and authority to issue a grievance against another individual or individuals where there appears to have been some type of infraction committed. This policy and the intent behind the development of the policy are taken in a most serious nature. It should be understood that in any organization involving a number of individuals, there are inevitably going to be personality conflicts. The management of this department in no way intends to become involved in these type conflicts. The very nature of this organization requires that in order to become a member, one must be legally considered as an adult. Within this in mind, every individual within the organization shall be treated as an adult and shall accept the responsibility that goes with adulthood. In the case of personality conflicts, the individuals involved are responsible for the solution to the conflict. If for some reason, a solution cannot be achieved in this manner, it will be permissible for one (1) or more of the involved parties to request a third party mediator. As in any personnel related matter, a bond of confidentiality shall exist and a breach in that bond shall constitute an infraction worthy of disciplinary action.

Grievance Protocol

1. Should an individual feel that he/she has been wronged, treated unjustly or offended that individual has a number of options to rectify the situation.
 - A. Consider the act to be an isolated occurrence and ignore.
 - B. Approaches the individual involved and attempt a settlement.
 - C. File a formal grievance and request action to be taken.

2. Should the affected party chose Option C, a Disciplinary Action/Grievance Form should be requested from their company officer and completed within three (3) days of the incident. Once completed, the form should be returned to the company officer and the receipt of the form acknowledged. In the event that a non member is filing the grievance, it may be submitted to any chief officer.
3. Within three (3) days of the receipt of the form, the accepting officer and a chief officer shall meet to discuss the grievance and take any appropriate action. Any action or discussion shall be documented by the officers. Any action taken shall be in accordance with the department's Disciplinary Policy. The officers shall then counsel with the individual that submitted the form as the action taken. Complete documentation shall be required.
4. Should the individual be dissatisfied with the outcome of the decision, that individual shall have the authority to request a review by the Chief of the department and the Assistant Chief over Operations. This request shall be made in writing within five (5) days. After the review, a decision shall be made within seven (7) days of the request for review. The individual shall receive written response to this decision.
5. Should the individual be dissatisfied with the outcome of Step 4, that individual shall have the authority to request a review by the Arbitration Board. This request should be made in writing within five (5) days. Within fourteen (14) days of the request, a decision shall be rendered and a written response supplied to the individual.
6. Should Step 5 fail to provide a satisfactory response, the individual may request for the Board of Directors to review the case. This request must be made within five (5) days. The Board will review every step of the process and if necessary shall meet with all parties involved. Within thirty (30) days, the individual shall receive a written response from the Board of Directors. The decision of the Board of Directors shall be final.

NOTE: In the event the grievance is filed against an officer, the initial form shall be submitted to that officer's immediate superior. Depending on the position served by the individual charged, it may be necessary to omit one or more of the previously listed steps to insure that the chain of command is maintained. All actions shall remain as confidential matters and shall be afforded the privacy required. All documentation shall become a part of the individual's permanent file unless overruled by the appeal process and only the Chief of the department shall have the authority to do so when instructed by the Arbitration Board or the Board of Directors.

Documentation Requirements

All steps within the grievance process shall be documented and the originals of all documents shall be submitted to the Chief of the department of inclusion in the personnel file of the individual that has been the subject of the grievance. These records shall remain a part of that individual's file in accordance with the departmental Disciplinary Policy.

Epilogue

It is sincerely hoped that whatever incident may take place, it shall never require the full extent of this process. However, should that situation occur, a mechanism is in place to afford the individuals involved every opportunity to receive a fair and just treatment. The cornerstone of this process must be that every individual must be treated equally regardless of any other factor.

Policy and Procedure

Retirement Policy

In the event an employee becomes eligible for a recognized retirement due to time in service or other legal requirements, the department requires that a notice of ninety (90) days be given. Any earned, unused holiday leave or vacation leave will be included in the final paycheck. All unused sick/personal leave will be paid in the event of a retirement not to exceed the maximum limit as specified in the benefit package. The benefits may also be utilized for early separation should the employee desire in the event of retirement. If early separation is utilized, payroll shall continue until all accumulated leave is exhausted.

Policy & Procedure

Retirement System

As a full time regular employee of Fire District #13, Inc. working at least 1000 hours annually, each employee is required to participate in the plan as governed and provided by the Local Governmental Employee's Retirement System. This plan consists of a payroll deduction of 6% and a matching co-payment from the employer. All other benefits, functions, or facilities associated with this retirement system are governed and maintained by the Local Governmental Employee's Retirement System.

Standardized Dress Code and Specific Uniform Requirements**Requirements**

1. All employees shall report to their assigned duty shift in the appropriate uniforms as specified.
2. While on duty, employees shall be dressed in the appropriate issued uniform.
Appropriate duty uniforms include duty pants and shirts, black belt, black shoes and the appropriate insignia. Departmental T-shirts and/or sweatshirts may be worn in place of duty shirts. When dealing with the public on scheduled business duty uniforms should be worn.
3. Caps worn with uniforms shall be departmental issued or approved by the Chief.
Approved caps shall be navy blue and may include Fire District #13, Inc. logo, Maltese Cross, or other approved logos.
4. Employees are expected to keep uniforms clean and pressed in order to maintain a professional appearance. All routine cleaning shall be the responsibility of the employee.
5. Employees shall provide for the contingency of an extra uniform in the event a uniform is torn, soled or contaminated while on duty.
6. Duty uniforms shall not be worn while off duty unless the employee is attending or participating in a fire department related function.
7. All uniforms purchased by the department will remain fire department property. In the event an item needs replacing, it will be required to return the item(s) to be replaced prior to the employee receiving additional uniforms.
8. All insignia shall comply as specified with the accompanying document.
9. All uniforms will be purchased in accordance with Fire District #13, Inc. standard budgetary purchase procedures and in accordance with the standardized departmental uniform specifications.

Standardized Dress Code for Uniformed Personnel

Approved Uniform Insignia

Collar Rank Insignia

Name Tag Options



Lieutenant

R. K. SMITH



Captain

CAPTAIN ROBERT K SMITH



Assistant Chief

ASSISTANT CHIEF
ROBERT K SMITH

Chief

The “Serving Since”

CHIEF ROBERT SMITH

**Name Tag add-on is
acceptable.**

**All rank insignia and name tags for officers shall be gold in color. All other
personnel shall display silver name tags.**

**Badges shall be provided by Fire District #13, Inc. or shall be approved by the
Fire Chief.**

Any special insignia shall be approved by the Fire Chief.

Policy & Procedure

Work Schedules, Duties and Responsibilities

Work Schedule

The work schedules of individual employees will be determined by numerous factors including but not limited to station needs, district requirements and staffing needs. The general work periods for line personnel will be:

Day time personnel 8:00am to 5:00pm (alternative schedules may be approved by the Chief)

Shift personnel 7:30am to 7:30am the following day

All work schedules and work periods shall endeavor to be in compliance with the Fair Labor Standards Act of 1983 as Amended. For purpose of time accounting, Fire District #13, Inc. shall operate on a seven (7) day work cycle. The beginning of the work cycle shall be Sunday morning at 7:30am.

All employees shall be responsible for maintaining their personal time sheets and submitting them appropriately for payroll requirements. Any fire department activity, whether required outside of normal tours of duty or voluntary shall be recorded and documented on the individual's time sheet. All shift personnel shall be in uniform and prepared for work no later than 7:30am.

It should be noted that shift and/or schedule changes may be necessary in order to maintain compliance with FLSA.

Shift Swaps

Shift swaps are permitted as a mutually arranged and agreed upon activity of both parties. These shift swaps shall be recorded in time reporting and accounting. Any swap of scheduled shifts shall be approved by the supervisor prior to the swap. The repayment of shifts shall be a matter between employees. Problems that might develop from this privilege may lead to the removal of the privilege for an individual. No employee shall be permitted to work more than two (2) consecutive twenty-four (24) hour shifts except

in an emergency situation that must be approved by the Fire Chief or his designee. Any individual providing coverage for full time personnel shall meet the following minimum qualifications: NC Firefighter II, NC Haz Mat Responder, and NC EMT.

In the event the employee who agreed to swap fails to report to duty that employee will be charged leave time. Should neither employee report for duty and the proper approval has not been granted the employee requesting the swap will be charged leave time.

Work Duties and Responsibilities

1. The actual duties and responsibilities shall follow the written job descriptions as listed for each position.
2. All scheduled duties shall be completed between the hours of 8:00am and 5:00pm if at all possible. Unplanned events or occurrence can alter daily schedules.
3. Station TV's may only be utilized after daily requirements are met. TV's may be utilized at any time for training purposes.
4. Each employee shall be responsible for completing all required documentation in a timely manner.
5. The daily work schedules shall be followed as listed except when inclement weather or other circumstances prohibit such schedules.

Station Life Policies

All personnel are expected to treat the station as a residence with the understanding that each station is considered a public facility and open to the public at any time within reason. For this reason, care shall be taken to insure that each station presents a positive and professional appearance at all times.

Operational Hours

Normal operational times shall consist of the time period of 7:00am until 11:00pm. The period after 11:00pm is considered "quiet time" and is the beginning of the recognized sleep period. On-duty personnel are expected to awaken at 7:00am and the complete any

necessary preparations to insure a smooth and continuous transition for the oncoming shift.

Meal Periods

Shift employees are permitted two meal periods during their 24-hour shift. No deduction from time sheets will be made for meal periods. Meal periods are at the discretion of the OIC and shall not exceed one hour. Due to work schedules and responsibilities meal period may be less than one hour. Employees working 8:00am to 5:00pm schedules are allowed one meal. Fire District #13, Inc. will strive to allow its employees the opportunity to exercise their periods from 11:00am to 1:00pm and again from 5:00pm to 8:00pm. It is recognized that in our line of work this may not be possible and employees may take their meal period at other times should calls necessitate. Employees may not use their meal hour for personal business and leisure. Should an employee need to conduct personal business during their assigned shift the OIC may approve same and the approved time shall be documented on the time sheet as leave time. Fire District #13, Inc. apparatus may be taken to eating establishments for meal periods but may not be taken more than one (1) mile from district boundaries. Apparatus shall not be used for personal business outside district boundaries. Support vehicles may be utilized for this purpose while on duty and within 15 minutes of district boundaries. Employees wishing to use their mealtime outside the one (1) mile limit should do so on an individual basis.

Sleep Periods

In accordance with the FLSA 24-hour shift employees are allowed a sleep period from 23:00 to 07:00. The OIC may alter this time for work and training activities as necessary. If the sleep period is interrupted by a call to duty, the interruption shall be counted as

hours worked. If the period is interrupted to such an extent that the employee cannot get at least five (5) hours sleep during the scheduled sleep period the entire time is considered working time and shall be reflected on the employee's time sheet. Work during the sleep period shall be documented to the next half hour with a minimum of one hour. Some examples include: Quint 13 runs a call from 24:00 to 24:30. The employees on Quint 13 shall document one (1) additional hour on the time sheet totaling 17 hours worked. If the same call is from 24:00 to 01:15 the time documented would be 1.5 additional hours totaling 17.5 hours. Employees assigned to other companies who do not respond would not include additional time on the time sheets.

Visitors

Outside visitors are expected to abide by all Rules and Regulations and policies in effect and the on-duty personnel shall be responsible for any actions of their guests. All non-members guests shall be clear of fire department property no later than 10:00 P.M.

Sleeping Attire

Due to the possibility of dealing with mixed company on station premises at any time, on-duty personnel shall sleep in appropriate attire such as gym shorts, t-shirts, sweats and etc.

Fire District Station 5, 8 &13
2505 Lee's Chapel Road
Greensboro, North Carolina 27415
(336) 375-5507

Statement of Equalization

It is understood that in many cases, formal detailed job descriptions have not been available. It is also understood that, at least initially, there may be qualified individuals available for these positions but yet lack certification in particular areas. There may also be the occasion that existing positions may be filled by individuals that do not meet every

qualification as listed in these new job descriptions. It is for these reasons that the following equalization statement is established:

Unless otherwise or specifically noted in the description, a time period of eighteen (18) months will be allowed for compliance. In the event a particular requirement is unavailable due to offerings or availabilities, individual extension may be granted.

Fire District #13, Inc. Disciplinary Action/Grievance Form	
Date	Member Initiating
Date of Incident	Witness
Nature and Details of Incident or Infraction	

Signatures	
Initiating Member	Date
Witness	Date
Received By	Date

Fire District #13, Inc. Corrective Action Form	
Date of Incident	Member Involved
Brief Description of Incident	
Description of Action Taken	
I, _____ hereby acknowledge the action that has been taken in regards to the above stated incident. I understand that I do not have to agree with this action and have been explained the appeal process that is available to me. Signature _____ Date _____	

Required Signatures as Applicable	
Pres. Board	Date
Asst. Chief Ops	Date
Captain	Date
Lieutenant	Date
Fire District #13, Inc. Appeal Request and Documentation Form	
Date of Action	Member Involved
I, _____ hereby request that the appropriate board be convened in order that I may execute a request to appeal the action taken against me. I understand that the decision of the Board of Directors and/or the Arbitration Board shall be final in regards to departmental action and process. I also understand that there may be additional avenues outside of the fire department and the initiation of any outside action will be my responsibility and any expense incurred may also be my responsibility.	
Signature _____	Date _____
Received By _____	Date _____
Result of Appeal _____	Date _____
Remarks	
I, _____ hereby acknowledge the action that has been taken in regards to the above stated appeal. I understand that I do not have to agree with this action and have been explained the other options that are available to me.	
Signature _____	Date _____

Required Signatures as Applicable

Pres. Board _____ Date _____

Fire Chief _____ Date _____

Members of Appeal Board

Fire District #13, Inc.**Fire District #13 Shift Employee Time Sheet Instructions 5/09****DATE**

The dates will change automatically if you change the P/P Begins cell.

SHIFT

A 24 should be entered for each of your assigned shifts, worked or not.

(-) SLEEP

Up to 8 hours is deducted for sleep for shifts the employee is scheduled to work

(-) up to 8 hours for sleep. Sleep time is from 23:00 to 07:00.

If you respond to a call 1 hour should be deducted. 15 minutes equal 1 hour

Example: A call that lasted 30 minutes would be considered 1 hour.

A call that last 1 hour and 20 minutes would be logged as 2.

(+/-) OTHER

Hours other than your assigned shift hours that do not meet Call Back criteria should be (+) in this column.

Hours taken off should be logged as (-) hours

If you are scheduled to work a shift and someone swaps you should put the # of hours you did not work as (-).

If you work a swap for someone else, the time should be (+) in this column.

Hours taken off for leave should be actual hours taken. Admin will calculate the 2/3 leave time.

TOTAL

This column is not to be completed by the employee

CALL BACK

Hours worked under the Emergency Call Back Policy

EXPLANATION

A brief explanation of any cell that is displayed in RED is required.

Example: Swap Smith for Jones

Vacation

Sick

Swap Smith for Jones

Swap Jones for Smith

Call 01:00 Hicone Medical

EMT

Training
Meeting
See Notes