

Hebgen Basin Rural Fire District



Personnel Policies

This updated policy format is effective December 14, 2021 with updated policies starting January 2022 and will be maintained and accessible in an electronic format on the Districts Website at hbrfd.com

Enclosed are the policies and by-laws adopted by the Board of Trustees, 2014. The Format of these policies has been updated for ease of access and updating at the December 14, 2021 Regular Board Meeting. The individual policies now have an original date adopted, date updated and a date planned for review by. These new documents replace all personnel policies that were issued prior to this date, in their entirety.

HBFD will maintain the electronic official version on the HBFD website hbrfd.com, a limited number of official hardcopy versions will be maintained, as listed below. As subsequent changes are approved, only these official versions will be maintained up-to-date.


Master Station 1 Office Copy

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ADDENDUM F Position Descriptions

| | | | |
|---|---|---|--|
|  | Subject: | | |
| | Purpose | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 100.00 | <i>Distribution</i> |
| <i>References:</i> | | | |


100.00 PURPOSE

The purpose of these policies and procedures is to:

- provide fair and consistent human resource management practices at Hebgen Basin Fire District,
- provide sound guidance to supervisors based on sound employment principles, and comply with state and federal employment laws.


These policies govern all employment practices and issues except as identified specifically in a collective bargaining agreement.

The word "may" shall be interpreted as permissive. The word "shall" will be interpreted as mandatory. Employees in positions identified in Addendum A are eligible for only those rights, privileges and benefits provided expressly or by reference in their employment contract.

| | | | |
|---|---|---|--|
|  | Subject: | | |
| | Salary Administration | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 200.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

200.00 SALARY ADMINISTRATION

Non- Union Employees shall be paid their regular hourly rate of pay for all hours worked up to 40 in a work week. Except as provided in Section 210.00 FLSA Exempt employees shall not be paid for more than 40 hours in one week. Members of Local 4432 shall be paid in accordance with the collective bargaining agreement.


| | | | |
|---|---|---|--|
|  | Subject: Rate of Pay | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 201.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

201.00 RATE OF PAY

The pay plan shall consist of a schedule of pay ranges covering all positions. Each pay range shall include minimum and maximum rates of pay. Assignment to a pay range shall be linked directly to position classification. Employees in comparable job classifications shall be compensated in similar pay ranges. The normal starting pay rate for a newly hired employee shall be the minimum rate of pay in each pay grade. Upon written request of the Fire Chief, as set forth in Policy 213.00, the Board may approve an exception to the minimum rate for new hires, and may assign a different pay rate within the established pay range. Pay for part-time, temporary, short-term or seasonal employees shall be in accordance with the classification of the position and shall be based upon the number of hours worked.

Established Salary Ranges for Non-Union Staff


Appendix E

| | | | |
|---|---|---|--|
|  | Subject: | | |
| | Pay Increases | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 202.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

202.00 PAY INCREASES


Pay increases will be granted within parameters established by the Board of Trustees during the annual budget process. Hebgen Basin Fire will periodically evaluate the criteria used in distributing pay increases.

All pay adjustments shall be processed by the Administrative Assistant. Actions resulting in pay adjustments may include: promotions, reclassification, new hires, merit increases, step increases, temporary work at a higher or lower classification level, transfers, demotions and suspensions. The Fire Chief shall request such changes in writing and be approved by the Board of Trustees. Generally, changes in pay rates shall occur at the beginning of the pay period that includes the effective date of the action.

| | | | |
|---|---|---|--|
|  | Subject: Anniversary Date | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 203.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

203.00 ANNIVERSARY DATE

The anniversary date is the date from which time is computed in order to determine eligibility for regular (non-probationary) status and may be used to set salary increases. The anniversary date for newly hired regular full-time and part-time employees shall be the first day following the successful completion of the probationary period. For administrative purposes, employees who complete their probationary period between June 15 and June 30 shall have their anniversary date established as June 15. The anniversary date for a non-probationary, promoted employee shall be reset to the effective date of the promotion. The anniversary date for a transferred, reclassified or demoted employee shall not change.


| | | | |
|---|---|---|--|
|  | Subject: | | |
| | Training Assignment | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 204.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

204.00 TRAINING ASSIGNMENT


When all applicants for a vacant position do not meet the minimum qualifications listed or when a position requires in-depth, specialized training, the Fire Chief may request the approval of the Board of Trustees to develop an on-the-job training assignment.

Such assignments are subject to the following guidelines:

- A) Conditions of the assignment shall be stated in writing and the agreement signed by the employee and Fire Chief.
- B) The written training assignment shall state the anticipated duration of the assignment and shall outline the training plan to be utilized.
- C) A training assignment shall not be authorized in excess of one (1) year, and the employee may be compensated at a rate of pay not to exceed ten percent (10%) below the minimum rate established for the position.
- D) Upon completion of the training assignment the employee’s rate will be adjusted to the base of the grade, whether or not the probationary period has been completed.


| | | | |
|---|---|---|--|
|  | Subject: | | |
| | Vacant | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 205.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

205.00 VACANT

| | | | |
|---|---|---|--|
|  | Subject: Transfers | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 206.00 | <i>Distribution</i> |
| | <i>References:</i> | | |


206.00 TRANSFERS

Transfer is the assignment of an employee from one position to another in the same class or with the same maximum salary. There shall be no change in either the rate of pay or the anniversary date for an employee who transfers to another position in the same pay range.

| | | | |
|---|---|---|--|
|  | Subject: Promotion | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 207.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

207.00 PROMOTION

Promotion is the assignment of an employee to a position at a higher grade level, or with a higher range of pay, in a vacant, budgeted position. When an employee is promoted to a position in a higher pay range, the employee's pay rate shall be increased to the minimum of the new pay range or by ten (10) percent, whichever is greater.

| | | | |
|---|---|---|--|
|  | Subject: Demotion | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 208.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

208.00 Demotion


A demotion is the assignment of an employee from one class to another with a lower pay grade or lower maximum rate of pay for one or more of the following reasons: work performance, at the request of the employee, or for administrative purposes. The anniversary date of a demoted employee shall not change. When an employee voluntarily requests a demotion, is demoted for administrative reasons, or is reclassified to a position in a lower pay range, the employee's salary shall be set at an equivalent percentage within the lower pay range (e.g., an employee whose pay rate is 25 percent over the base rate of the higher grade would be set at 25 percent over the base of the lower pay grade.)

When a position is demoted for administrative reasons or reclassified to a lower pay range, the employee's salary will not be reduced for a period of:

- thirty (30) working days if it is a change of one (1) grade,
- sixty (60) working days if it is a change of two (2) grades, and
- ninety (90) working days if it is a change of three (3) grades or more.


The employee's salary may be protected for longer time periods at the discretion of the Fire Chief and the Board of Trustees.

When an employee is demoted to a position in a lower pay range for good cause, in accordance with section 701.50 of these policies, the employee's salary shall be reduced to a rate to be determined by the Fire Chief in coordination with the Board of Trustees. The new rate shall be at least a ten (10) percent reduction in pay except that such reduction shall not place the employee's rate below the entry rate for the lower pay range.

| | | | |
|---|---|---|--|
|  | Subject: Reclassification | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 209.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

209.00 RECLASSIFICATION

When an employee’s position is reclassified the new rate of pay will be set in accordance with Sections 207 and 208. No trial period is required and the anniversary date for a reclassified employee will not change.

| | | | |
|---|--|---|--|
|  | Subject: Overtime and Compensatory Time | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 210.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

210.00 OVERTIME AND COMPENSATORY TIME

NON-EXEMPT - a position which has been determined to be subject to the overtime provisions of the Fair Labor Standards Act and Montana Wage and Hour law.


EXEMPT - a position which has been determined to be excluded, or exempt, from the overtime provisions of the Fair Labor Standards Act and Montana Wage and Hour law. Hebgen Basin Fire positions that have been determined to be exempt are listed in ADDENDUM B of these policies.

210.10 OVERTIME PAY

Non-exempt employees (employees who are not exempt from the overtime provisions of the Fair Labor Standards Act) shall receive overtime compensation at the rate of 1½ times their regular hourly rate of pay for all hours worked exceeding forty in a work week. Vacation leave, sick leave, personal leave, use of accrued compensatory time, and holiday leave (either use of accrued holiday leave or holiday leave taken when the holiday occurs on a day the employee is regularly scheduled to work, (the employee takes the day off), will not be treated as hours worked for the purpose of determining overtime pay. The employees must receive prior approval to work overtime. Failure to seek such prior approval shall be cause for corrective and/or disciplinary action. Overtime will not be paid unless the employee is present, at work, for the total hours necessary to accrue overtime.

210.20 NON-EXEMPT COMPENSATORY TIME

A non-exempt employee may receive compensatory time off in lieu of overtime payment upon mutual agreement between the employee and the Fire Chief. Compensatory time for non-exempt, non-union employees shall be earned at the rate of 1½ hours for each hour worked in excess of forty (40) in a given work week. Employees may accrue a maximum of 80 compensatory time hours, and shall receive compensation for additional overtime hours worked once they reach this limit. Non-exempt employees shall be paid for unused compensation time upon moving to an exempt position, or upon termination of employment.

| | | | |
|---|--|---|--|
|  | Subject: Payment Upon Termination | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 2 | <i>Policy #</i> 212.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

212.00 PAYMENT UPON TERMINATION

In all cases, final payment upon termination will be made no later than the next regularly scheduled pay date from the pay period in which the employee's separation occurred.




| | | |
|---|---|--|
| Subject: | | |
| Pay Exception | | |
| <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| <i>Chapter</i> 2 | <i>Policy #</i> 213.00 | <i>Distribution</i> |
| <i>References:</i> | | |

213.00 PAY EXCEPTIONS


Exceptions to the normal practices for determining starting pay rates and adjusting pay rates through general pay increases, as set forth in Sections 201.00 and 202.00 above shall be considered on a case-by-case basis. Requests for pay exceptions shall be made in writing by the to the Fire Chief, and shall be subject to review and approval by the Board of Trustees. Pay exceptions shall be approved only on the condition that such approval does not require additional funding for the department making the request

300.00 PERSONNEL ADMINISTRATION

| | | | |
|---|--|---|--|
|  | Subject: | | |
| | Equal Employment Opportunity Policy | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 3 | <i>Policy #</i> 301.00 | <i>Distribution</i> |
| <i>References:</i> | | | |


301.00 EQUAL EMPLOYMENT OPPORTUNITY POLICY

In order to fulfill the requirements of this article the Fire Chief is authorized to take all measures which are deemed necessary or effective to provide for equal employment opportunity in District employment, so long as they are consistent with applicable federal or state law, and District policies. Hebgen Basin Fire is committed to providing equal employment opportunities (EOE). It is the policy of Hebgen Basin Fire to afford all individuals who have the required qualifications an equal opportunity to compete for employment and advancement. Hebgen Basin Fire will not refuse employment or discriminate in compensation, benefits or the other terms, conditions and privileges of employment based upon: race, color, national origin, age, physical or mental disability, marital status, sexual orientation, religion creed, gender (including on the basis of pregnancy, childbirth or related medical condition), or political belief unless that factor is a bona fide occupational qualification (BFOQ). Day to day responsibility for the execution of both the letter and spirit of the policy will be the duty of the Board of Trustees, Fire Chief, Operations Chief and career staff. Any applicant for employment or employee who believes he or she has been subjected to discrimination, including harassment based upon any of these factors should immediately contact the Fire Chief or Board of Trustees, Montana Human Rights Commission or the Federal Equal Employment Opportunity Commission.

| | | | |
|---|--|---|--|
|  | Subject: Diversity and Non-Discrimination | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 3 | <i>Policy #</i> 302.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

302.00 DIVERSITY AND NON-DISCRIMINATION


Hebgen Basin Fire’s goals in regard to equal employment opportunity shall include eliminating artificial barriers in employment and striving to achieve a work force that reflects the diversity of the District’s population. Except as may be required by a BFOQ or compliance with a lawful affirmative action plan or for government reporting requirements, Hebgen Basin Fire will not elicit information from applicants for employment concerning race, color, national origin, age, physical or mental disability, marital status, sexual orientation, religion, creed, gender or political beliefs. Hebgen Basin Fire will ensure that there exists no employment or personnel management practice or standards that would adversely affect persons of a protected group unless there is a BFOQ.

| | | | |
|---|---|---|--|
|  | Subject: | | |
| | Reasonable Accommodation | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 3 | <i>Policy #</i> 303.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

303.00 REASONABLE ACCOMMODATION


Any employee or applicant who is otherwise qualified for employment may request reasonable accommodation. Information regarding such a request or an accommodation shall be considered confidential to the extent reasonably possible and such information shall not be released to anyone without the right or need to know. Hebgen Basin Fire will consider all requests for reasonable accommodation, from both applicants and employees with disabilities. Hebgen Basin Fire reserves the right to determine what accommodations are reasonable in accordance with state and federal guidance, and will provide reasonable accommodation unless an undue hardship would result. Reasonable accommodation may include, but is not limited to: providing or improving access; modifying work sites; modifying work schedules; reassigning non-essential functions; providing assistive devices; and retraining or reassigning employees to vacant positions.

Applicants for employment must submit a request for a reasonable accommodation in writing with their application. Employees may request a reasonable accommodation by contacting the Fire Chief or Board Chair. Once a dialogue has been established between the Employer and Employee, regarding the requested accommodation, the employee may be asked to submit the request in writing. Employees will be provided a written confirmation of an approved accommodation. Hebgen Basin Fire will provide reasonable accommodation for the religious beliefs of employees or prospective employees provided it does not constitute an undue hardship for the District.

| | | | |
|---|---|---|--|
|  | Subject: Position Descriptions | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 3 | <i>Policy #</i> 304.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

304.00 POSITION DESCRIPTIONS

Position descriptions will be updated with each vacancy prior to recruitment or whenever there is a significant change in the position.

| | | | |
|---|---|---|--|
|  | Subject: | | |
| | Recruitment and Selection | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 3 | <i>Policy #</i> 305.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

305.00 RECRUITMENT AND SELECTION

It is the policy of Hebgen Basin Fire to:

A) Recruit, select, and promote personnel for all positions, except as provided in Section 309.30, on the basis of merit and qualifications without regard to race, color, religion, creed, political ideas, gender (including on the basis of pregnancy, childbirth or related medical condition), age, marital status, sexual orientation, physical or mental disability, or national origin, except where a bona fide occupational qualification is reasonably necessary. to the District’s operation. B) To establish minimum standards to assure fair and consistent treatment of applicants and employees in recruitment and selection in accordance with applicable Federal and State law and regulation.

305.10 RECRUITMENT

Requests to fill all vacancies, whether through internal promotional means or external recruitment shall be authorized by the Board of Trustees. The Board will identify the most appropriate recruitment method, with the assistance the Fire Chief. A notice of vacancy will then be placed with recruitment sources (including promotional announcements within the District, if applicable) Notices of job vacancies shall be formally posted a minimum of four (4) working days prior to the closing date for filing applications.

305.20 INTERNAL RECRUITMENT

Normally, Hebgen Basin Fire will:

- recruit for vacant positions within the District;
- recruit among all current District employees; and then
- recruit externally; and
- strongly consider qualified internal candidates for all employment opportunities.

A) Regular status positions will be posted internally for at least four (4) days.

B) If at least three (3) internal applicants meet minimum qualifications, the Fire Chief is strongly encouraged to give these applicants first consideration.

C) If the District receives fewer than three (3) applications from volunteers or employees who meet the minimum requirements, the Fire Chief may request to proceed with an external recruitment. Internal applicants who meet the minimum qualifications will receive consideration with the total pool of applicants.

D) The Fire Chief may, with approval of the Board, post temporary or other limited duration positions internally and externally when it is anticipated that no regular employees will apply.

305.30 SELECTION PROCEDURES

A) The Fire Chief will receive and review all applications. Only those applicants meeting minimum qualification requirements will receive further consideration. All applicants shall be treated consistently with regard to selection procedures and criteria used.

B) The Fire Chief shall, in cooperation with the Board, determine the selection procedure that will be used to fill a vacant position. This process may include one or more of the following evaluation tools:

- District application and supplemental questionnaire, resume or other written materials;
- Written, oral, or performance tests;
- Assessment centers or job simulation exercises;
- Physical and agility exams;
- Assessment of training, education and experience which may include submission of college transcripts;
- Background investigation, criminal history or driving record checks.


Selection procedures shall be developed in advance of any review of applicant qualifications, and shall include written criteria that will be used to evaluate applicants.

C) If oral interviews are included in the selection process the Fire Chief will develop relevant interview questions. At the discretion of the Board of Trustees a member of the Board or Trustees may participate in interviews.

D) The Board of Trustees shall approve job offers and commitments or changes to salary levels and employee benefits. Rates of pay for newly-hired, promoted, and transferred employees shall be determined in accordance with applicable policies.

305.40 INTERVIEW AND MOVING EXPENSES

Interviewing and moving expenses may be paid or reimbursed by the District for interviews or hired job applicants. These expenses must be approved by the Board of Trustees in advance and within the capability of the District’s budget.

| | | | |
|---|--|---|--|
|  | Subject: Veterans Employment Preference | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 3 | <i>Policy #</i> 306.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

306.00 VETERANS' EMPLOYMENT PREFERENCE


It is the policy of Hebgen Basin Fire to provide preference in employment to eligible qualified disabled veterans, other veterans, and certain relatives as required in 39-29-102 and 103, et seq., MCA. It shall be the responsibility of the Fire Chief to administer preference when filling vacancies.



| | | |
|---|---|--|
| Subject: | | |
| Disability Employment Preference | | |
| <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| <i>Chapter</i> 3 | <i>Policy #</i> 307.00 | <i>Distribution</i> |
| <i>References:</i> | | |


307.00 DISABILITY EMPLOYMENT PREFERENCE

It is the policy of Hebgen Basin Fire to provide preference in employment to eligible individuals with disabilities and certain spouses, when they are substantially equal in qualifications to others applying for initial appointments to positions as required in 39-30-102 and 103, et seq., MCA. It shall be the responsibility of the Fire Chief to administer preference when filling vacancies.

| | | | |
|---|---|---|--|
|  | Subject: | | |
| | Nepotism | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 3 | <i>Policy #</i> 308.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

308.00 NEPOTISM

No one may be refused employment or terminated solely because another member of that individual's immediate family is employed by the District. However, no employee will be permitted to hire or otherwise directly supervise an immediate family member when the District determines that it would create a conflict of interest.

| | | | |
|---|---|---|--|
|  | Subject: Types of Appointments | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 3 | <i>Policy #</i> 309.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

309.00 TYPES OF APPOINTMENTS

All District employees shall be appointed to one of the following categories as allocated in the adopted District budget:

309.10 REGULAR FULL-TIME EMPLOYEE

Employees are in regular full-time status when they:

- have successfully completed a probationary period;
- are regularly scheduled to work forty (40) hours per week on a continuous basis;
- are eligible for all employee benefits; and
- do not have a specified termination date at the time of hire.

309.20 REGULAR PART-TIME EMPLOYEE

Employees are in regular part-time status when they:

- have successfully completed a probationary period;
- are regularly scheduled to work less than 40 hours per week on a continuous basis;
- do not have a specified termination date at the time of hire. A regular part-time employee who is scheduled to work less than 20 hours per week shall not be entitled to employee benefits other than those required by State law.

309.50 TEMPORARY EMPLOYEE

Temporary employees are those who are hired, either on a part-time or full-time basis, for a specified period of time not to exceed 12 months. Requests to hire temporary employees must be approved by the Board of Trustees. Temporary employees are not eligible for benefits except as required by state law or specifically provided in these policies. A temporary employee may be terminated at any time at the discretion of the Fire Chief.

309.60 SEASONAL EMPLOYEE


A seasonal employee is a regular employee who performs work that is interrupted by the seasons, and who may be recalled to work without losing rights or benefits accrued during the previous season. A seasonal employee is placed in active employment status during the seasonal activity and is then placed in inactive status until the succeeding season. Seasonal employees shall not be entitled to employee benefits except as required by state law and as specifically provided in these policies.

309.70 INTERNS

An employee may be hired as an intern when the following conditions apply:

- the appointment is of a temporary or short- term duration; and
- the work provides supervised practical experience in a emergency services; or
- the work contributes to the educational coursework or credits in their field.

Internships that are paid through a university are not subject to the terms and Conditions of these policies.

| | | | |
|---|---|---|--|
|  | Subject: Probationary Period | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> <p style="text-align: center;">3</p> | <i>Policy #</i> <p style="text-align: center;">310.00</p> | <i>Distribution</i> |
| | <i>References:</i> | | |

310.00 PROBATIONARY PERIOD


Probation is a designated period of at will employment during which a newly hired employee is required to demonstrate satisfactory job performance. Probation is used to determine if the employee should be retained beyond the probationary period and attain regular status. A probationary period shall not include time served by the employee in a temporary, short-term, or a regular on-call appointment and shall not include time in a leave without pay status. All initial hire or re-employment appointments shall serve a probationary period of at least six (6) months. A Fire Chief may request the Board of Trustees to approve a longer probationary period for a position with an extensive training period or due to other extenuating circumstances. Except in the case of an approved extension, a probationary period will not exceed one year.

One extension of up to three (3) months may be made at the Fire Chief's discretion. Additional extensions must be requested in writing by the Fire Chief and approved by the Board of Trustees. When the probationary period is extended, the department shall notify the employee and the Board of Trustees in writing on or before the end of the established probationary period that the probationary period has been extended and shall specify the length of the extension. In the event a new employee does not satisfactorily complete the probationary period, as determined by the Fire Chief, the employee shall be terminated without cause. When a probationary employee is terminated, a written notice will be provided to them. Probationary employees who are terminated in accordance with this section shall not have access to the grievance procedure contained herein. An employee who has not completed the probationary period and is promoted shall be required to complete a new probationary period.

310.20 TRIAL PERIOD

A trial period is a designated period during which a newly promoted or reassigned employee is required to demonstrate satisfactory job performance and used to determine if the employee will be retained in the new position. All promoted or reassigned employees shall serve a trial period of at least six (6) months. One extension of up to three (3) months may be made at the Fire Chief's discretion. When the trial period is extended, the Fire Chief shall notify the employee in writing on or before the end of the established trial period that the trial period has been extended and shall specify the length of the extension. If an employee does not perform satisfactorily at any time during the trial period, the employee may be returned to the employee's former position if it is still vacant. If the employee's former position is filled, the employee may be:

- A) placed in another available position for which the employee is qualified,
- B) subject to corrective action, or
- C) terminated for good cause.

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|---|----------------------------------|--|-----------------------------------|
|  | Subject: | | |
| | Employee Personal Records | | |
| | Original Date: 02/2014 | Updated Adopted Date: 2/2014 | Next Review: 12/31/2023 |
| | Chapter 3 | Policy # 311.00 | Distribution |
| References: | | | |

311.00 EMPLOYEE PERSONNEL RECORDS

The personnel files of all District employees will be maintained in the District Office. That shall be the sole repository of personnel files. Employees shall notify the District office whenever there is a change in their name, address, telephone number or other personal data necessary for District business purposes.


311.10 PERSONNEL FILE DOCUMENTS

An employee's personnel file will include:

- A) All items that define or change status, classification, conditions of employment, pay or benefits.
- B) Original application and resume for employment.
- C) Performance evaluations.
- D) Copies of comments relative to employee performance which have been received by the employee or which have been acknowledged by the signature of the employee acknowledging placement in their personnel file.
- E) Performance related information which an employee has requested be placed in the personnel file.
- F) Documentation of any disciplinary action or warning. (This material may be removed in accordance with Section 701.30.)

311.20 PERSONNEL FILE ACCESS

An employee's personnel file is available only to the employee and to appropriate supervisory personnel. Access to a personnel file by persons other than the employee, appropriate supervisory personnel, and the Board of Trustees must be authorized in writing by the employee. The Board of Trustees also maintains records of employment which are available to the public. This information includes the employee's name, position, date of hire and pay rate.

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|---|---|---|--|
|  | Subject: | | |
| | Performance Evaluation | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 3 | <i>Policy #</i> 312.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

312.00 PERFORMANCE EVALUATION

Supervisors shall evaluate the performance of all regular employees on an annual basis. Supervisors are responsible for ensuring that performance evaluation is carried out within their departments or work units.


312.10 EVALUATION

Performance evaluation is an important tool for:

- Communication between supervisors and employees regarding work planning and work issues;
- Promoting employee professional development; and
- Discussing and documenting work accomplishments and needed improvements.

312.20 REBUTTAL


If an employee disagrees with a written performance evaluation, the employee may respond to the appraisal in writing. If the employee submits a copy of the response to the Board of Trustees within ten days of the date of the appraisal, it will be attached to the appraisal and placed in the employee’s personnel file.

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|---|---|---|--|
|  | Subject: | | |
| | Employee Leave and Benefits | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 400.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

400.00 EMPLOYEE LEAVE AND BENEFITS

Hebgen Basin Fire provides both paid and unpaid leave benefits to employees under the conditions set forth in this policy. While it is Hebgen Basin Fire’s policy to provide these leave benefits, it is also Hebgen Basin Fire’s policy that:

- Employees are expected to attend work on a regular and consistent basis;
- Excessive absenteeism, for any reason, is grounds for corrective or disciplinary action; and
- Failure to provide adequate notice for using any leave benefits set forth in this policy is also grounds for corrective or disciplinary action.

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|---|---|--|--|
|  | Subject: Vacation | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 10/2017 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 401.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

401.00 VACATION

401.10 QUALIFYING

An employee must be continuously employed for the qualifying period of six (6) calendar months to be eligible to use earned vacation leave or to be eligible for a lump sum payment for unused vacation leave credits upon termination.

401.20 ACCRUAL

As provided by State law, non-union employees shall earn vacation credits as follows:

- A) From the first full day of employment through ten (10) years of employment at the rate of 120 hours for each year of service;
- B) After ten (10) years through fifteen (15) years of employment at the rate of 144 hours for each year of service;
- C) After fifteen (15) years through twenty (20) years of employment at the rate of 168 hours for each year of service;
- D) After twenty (20) years of employment at the rate of 192 hours for each year of service.

Proportionate leave credits shall be earned and credited at the end of each pay period. Years of employment used to adjust the accrual rate will be calculated using the employee’s service date.

401.23 ACCRUAL DURING LEAVE WITHOUT PAY

Vacation credits shall not accrue during a leave of absence without pay.

401.24 ADVANCING PROHIBITED

Advancing vacation leave credits prior to their accrual is expressly prohibited.

401.25 MAXIMUM ACCUMULATION

Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time shall be forfeited if not taken within 90 days from the last day of the calendar

year in which the excess was accrued. If the employee submits a reasonable request to the Fire Chief to use the excess vacation leave prior to March 30 of any given year and such request is denied, the employee shall not forfeit the leave and will have until the end of the calendar year to use the excess vacation leave. Employees with Excess vacation leave not used by March 31 shall have the option to be paid out at 50 % of the value, down to the maximum allowable amount carried. The Fire Chief shall submit any requests to the Board of Trustees. Notice of such denial must be provided to the Board of Trustees by March 31.

Employees shall be responsible for monitoring their vacation leave balances to avoid losing accrued hours. The Fire Chief shall be responsible for providing reasonable opportunities for employee to use such leave.

401.30 SCHEDULING

Scheduling of vacation shall be accomplished by cooperation between the employee and the supervisor, giving consideration to the employee's needs and the needs of the District. The Fire Chief/Asst. Fire Chief has the discretion to approve or deny leave requests.

401.31 VACATION ON HOLIDAYS


Vacation leave taken over a legal holiday shall not be charged to an employee's vacation leave for that day.

401.32 USE OF VACATION FOR SICK LEAVE

Absence from employment by reason of illness may only be charged against vacation leave credits at the employee's request.

401.40 PAYMENT ON TERMINATION

Upon termination of employment with the District, any employee who has worked the qualifying period will be paid for unused vacation leave credits at the rate of pay in effect at the time of termination.

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|---|---|---|--|
|  | Subject: Sick Leave | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 402.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

402.00 SICK LEAVE

402.10 QUALIFYING

An employee must be continuously employed for the qualifying period of ninety (90) calendar days to be eligible to use earned sick leave or to be eligible for payment for unused sick leave credits upon termination in accordance with Section 402.60.

402.20 ACCRUAL

Non-union employees, with the exception of short term workers, shall earn sick leave credits from the first full day of employment at the rate of (8) hours per month (96 hours annually) without restriction as to the number of working days which may be accumulated. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Part-time, intermittent/on-call and seasonal employees shall earn sick leave credits on a prorated basis. An employee shall not accrue sick leave credits during a leave of absence without pay.

402.30 ADVANCING PROHIBITED

Advancing sick leave credits prior to their accrual is expressly prohibited.

402.40 USE OF SICK LEAVE

Sick leave credits may be used for:

- A) Illness or injury of the employee;
- B) Illness, injury, or death in the employee's immediate family requiring the employee's personal attendance. Immediate family shall mean spouse, parents, grandparents, siblings, children or grandchildren of the employee or spouse of the employee, son-in-law, or daughter-in-law.
- C) Quarantine for contagious disease control, provided that certification is obtained from the attending physician;
- D) Maternity related disability, including prenatal and postnatal care, birth, miscarriage, abortion, or other medical care for either the employee or child.
- E) Doctor or dental appointments for treatment of the employee's illness, injury, or preventive care. When possible, the employee's supervisor shall be notified at least 48 hours in advance.

- F) To attend or make arrangements for a funeral of a member of the employee's immediate family for a period of time not to exceed ten (10) consecutive working days.
- G) For the placement of a child for adoption or foster care of a child.

402.50 REPORTING

Absences that necessitate use of sick leave shall be reported by the employee to the Fire Chief or Assistant Fire Chief, as soon as practical. Failure to report such leave within two (2) hours of the employee's regularly scheduled starting time may be considered absence without approved leave and a deduction from the employee's pay will be made for the period of such leave. Such absences are grounds for disciplinary action, including dismissal.

402.51 SICK LEAVE ON HOLIDAYS

Sick leave taken on a legal holiday shall not be charged to an employee's sick leave for that day.

402.60 PAYMENT ON TERMINATION


Upon termination, an employee who has worked the qualifying period shall be entitled to be paid an amount equal to one quarter (¼) of the amount attributed to the accumulated sick leave payment for accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of separation from the District.

402.70 ABUSE OF SICK LEAVE

Abuse of sick leave may be cause for dismissal or other disciplinary action including forfeiture of payment for any accumulated sick leave. Medical certification may be required if absence from duty recorded as sick leave is frequent, habitual, excessive, suggests a pattern of usage, or if the Fire Chief has reason to believe the employee may be misrepresenting reasons for using sick leave.

402.80 MEDICAL CERTIFICATION

The Fire Chief may require an employee to submit a medical certification signed by a licensed medical provider to substantiate usage of personal/family sick leave. When an employee is returning to duty following a long illness or absence due to injury, or whenever the department head or supervisor has reason to question the employee's ability to return to duty and perform all duties without restrictions or without risk of injury to self or others, the Fire Chief or Board of Trustees may require medical certification of the employee's fitness to return to duty.

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|---|---|---|--|
|  | Subject: | | |
| | Sick Leave Grants | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 403.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

403.00 SICK LEAVE GRANTS

The purpose of this policy is to allow Hebgen Basin Fire employees to donate sick leave benefits to another employee who experiences an extended absence due to a specific illness or injury and who has insufficient earned leave to remain in a pay status during such absence.

403.10 QUALIFYING

To be eligible to receive a direct grant of sick leave an employee: must have worked a qualifying period of at least ninety (90) calendar days; have an illness, injury or other qualifying condition as described in Sections 402.40 or 405.00 of the personnel policies that results in an absence of at least three working days; must have exhausted all other accrued paid leave and compensatory time and must have the department supervisor’s approval for the leave. The Board of Trustees may require medical certification.


An employee may receive a direct grant of sick leave unless that employee:

- A) Is eligible for Worker's Compensation benefits, B) Is under current corrective or disciplinary action for excessive absenteeism or abuse of sick leave;
- C) Is in a leave-without-pay status granted for a reason other than extended illness,
- D) Is in a lay-off pool.

403.20 PROCEDURE

Direct grants of sick leave will be administered by the Fire Chief with the approval of the Board of Trustees. To be eligible to make a grant of sick leave an employee must have worked at least ninety (90) days and have a minimum balance of forty (40) hours of sick leave remaining after the contribution. Minimum balances will be prorated for part-time employees. An employee may contribute up to forty (40) hours of sick leave during the calendar year. An employee may receive up to one hundred sixty (160) hours of granted sick leave during a calendar year. Requests for an exception to this limit may be made to the Fire Chief in writing and are subject to Board of Trustees approval. A supervisor or other employee may seek a direct grant of sick leave on behalf of a qualifying employee. Applications for direct grants of sick leave will be made to the Fire Chief in writing to the Fire Chief or Administrative Assistant. The Fire Chief will determine an employee's eligibility for the grant program. Grants will be made on a voucher provided by the Fire Chief and submitted to the Hebgen Basin Fire District Administrative Assistant. In cases where the recipient is ineligible, has exceeded the maximum allowable number of hours or

where that recipient refuses to accept a contribution, that voucher will be voided and returned to the contributing employee.


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|---|---|---|--|
|  | Subject: Maternity Leave | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 404.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

404.00 MATERNITY LEAVE

Employees may request the use of annual vacation leave, personal leave, sick leave, compensatory time or other appropriate paid leave, or leave without pay, for necessary absences due to maternity related disabilities. In determining the standard of a reasonable leave, the Fire Chief shall apply standards at least as inclusive as those applied to any other valid medical reason. Employees may qualify for a minimum of 12 weeks of paid and unpaid leave for the birth of a child and to care for the newborn child, in accordance with federal law and section 406.30 of these policies.


In accordance with 49-2-310, MCA, it shall be unlawful for the employer to:

- A) Terminate a woman's employment because of her pregnancy;
- B) Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
- C) Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties;
- D) Require that an employee take a mandatory maternity leave for an unreasonable length of time. Maternity leave shall be treated the same as any other leave provided for herein, except that eligibility for maternity leave shall not require employment for any specified period of time.

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|---|---|---|--|
|  | Subject: Family Leave | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 405.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

405.00 FAMILY LEAVE

Employees may request the use of annual vacation leave, personal leave, sick leave, compensatory time or other appropriate paid leave or Family and Medical leave without pay, for necessary absences for purposes such as adoption, paternity leave, infant or child care, elder care, or care of other members of the employees immediate family.

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|---|---|---|--|
|  | Subject: | | |
| | Family and Medical Leave Act | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 406.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

406.00 FAMILY AND MEDICAL LEAVE ACT

Hebgen Basin Fire provides the benefits required under the Federal Family and Medical Leave Act of 1993 (FMLA), and as expanded on by these policies, to all eligible employees. Employees who are eligible may receive up to twelve weeks of paid or unpaid leave for certain family and medical reasons.

406.10 ELIGIBILITY

To be eligible for FMLA leave, the employee must have worked for Hebgen Basin Fire for a minimum of twelve months and for at least 1,040 hours during the twelve month period immediately preceding the leave. Eligible part time employees will receive pro-rated leave based on the average weekly hours worked.

406.20 DURATION

Eligible employees may take up to twelve (12) weeks of leave within a twelve month period. At the time an employee requests FMLA leave, records for the previous twelve months will be reviewed to determine if FMLA leave has previously been used and the amount of leave an employee is eligible to receive. The twelve weeks of leave may be taken in a single block of time, or, if medically necessary, on an intermittent basis or on a reduced work schedule. When the leave is taken for child birth or placement of a child for adoption or foster care, intermittent or reduced leave schedules are subject to employer approval. FMLA taken for the birth or placement of a child must be within one year (12 months) of the birth or placement.

406.30 PURPOSE OF LEAVE

An eligible employee will be granted up to twelve weeks of FMLA leave for any of the following reasons:

- A) For the birth of child and to care for the newborn child.
- B) For the placement of a child with the employee for adoption or foster care.
- C) For the care for a spouse, child or parent with a serious health condition.
- D) For a serious health condition that makes the employee unable to perform the functions of the employee's job.

406.40 SERIOUS HEALTH CONDITION

A serious health condition is one that includes illness, injury or mental condition involving any of the following:

- A) Incapacity or treatment in connection with inpatient care in a hospital, hospice, or residential medical facility.
- B) A period of incapacity requiring an absence of longer than three days and involving continuing treatment or supervision by a health care provider.
- C) Continuing treatment or supervision by a health care provider for a chronic or long term health condition or for prenatal care.

406.50 NOTICE AND CERTIFICATION

Employees are required to provide advance notice of leave requests whenever possible. Thirty (30) days notice is required when the need for leave is foreseeable. When advance notice is not possible, the employee must provide notice as soon as practical. Requests for FMLA leave must be made in writing to the Fire Chief. It is the responsibility of the employee to provide a medical certification from a health care provider to support a request for FMLA leave due to the employee's own serious health condition or that of a family member. Medical certification reflecting fitness for duty will be required when an employee returns to work from FMLA used due to the employee's own serious health condition.

406.60 PRIOR USE OF PAID LEAVE


Except if prohibited by Montana Workers Compensation law, employees are required to use all available accrued paid sick leave prior to using FMLA leave. An employee may, at his or her option use accrued vacation leave, personal leave or compensatory time prior to taking a qualified FMLA absence. Any absence which qualifies as an FMLA leave and is covered by Hebgen Basin Fire's maternity or family leave policies will run concurrently with FMLA leave.

406.70 HEALTH BENEFITS

An employee's health and life insurance coverage will be continued and the Employer will continue to pay premiums at the same level during FMLA leave as prior to the employee's use of FMLA leave. Employees who pay for dependent coverage for health benefits or for supplemental insurance coverage including life, disability and long term care, are required to continue to pay those costs to maintain coverage during the FMLA leave. If an employee fails to return to work following a FMLA leave, the employee shall be liable for repayment of health benefits contributions paid by the Fire District during the employee's unpaid FMLA leave. Repayment may be waived in situations where the continuing serious health condition or circumstances beyond the control of the employee prevents the employee from returning to work. An employee on FMLA leave may elect to alter his or her contributions to the flexible benefits plan for qualifying events.

406.80 REINSTATEMENT


An employee returning to work following a FMLA leave will be returned to the same or equivalent position with equivalent pay as when the leave began. The use of FMLA leave will not result in the loss of any employment benefit accrued prior to the start of an employee's leave.

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|  | Subject: | | |
| | Leave Without Pay | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 407.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

407.00 LEAVE WITHOUT PAY

Leaves of absence without pay, (LWOP), may be granted to employees for up to ninety (90) days. Extensions of approved leave will be considered. Requests for leave without pay for medically related reasons will first be considered under Section 406.00 of these policies.

Requests for leave of absence without pay shall be submitted in writing by the employee to the Fire Chief stating the reason for the leave and the approximate length of time off requested. Leave requests exceeding 10 working days shall be approved by the Board of Trustees. No employee benefits shall accrue during a leave without pay. The employee may retain District insurance coverage, upon advance approval by the Board of Trustees, provided that 100 percent of premiums are paid by the employee in a manner prescribed by the plan administrator. If an employee takes a LWOP of less than a full pay period and works or uses paid leave for a minimum of 40 hours in that pay period, insurance benefit status will not change. Upon return to duty, the employee shall be placed in the same class and rate of pay to which they were entitled prior to the leave unless otherwise agreed to by the employee, the Fire Chief, and approved by the Board of Trustees.

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|---|----------------------------------|--|-----------------------------------|
|  | Subject: Holidays | | |
| | Original Date: 02/2014 | Updated Adopted Date: 2/2014 | Next Review: 12/31/2023 |
| | Chapter 4 | Policy # 408.00 | Distribution |
| | References: | | |

408.00 HOLIDAYS

Legal holidays, except Sundays, defined in 1-1-216, M.C.A. shall be observed by District employees without loss of pay. The following are legal holidays:

- A) New Years Day, January 1;
- B) Martin Luther King Jr. Day, the third Monday in January;
- C) Lincoln's and Washington's Birthdays, the third Monday in February;
- D) Memorial Day, the last Monday in May;
- E) Independence Day, July 4;
- F) Labor Day, the first Monday in September;
- G) Columbus Day, the second Monday in October;
- H) Veterans' Day, November 11;
- I) Thanksgiving Day, the fourth Thursday in November;
- J) Christmas Day, December 25;
- k) State General Election Day, (on even numbered years)

408.10 HOLIDAYS FALLING ON WEEKENDS

If a legal holiday falls on a Sunday, the following Monday will be considered the holiday. If a legal holiday falls on a Saturday, the preceding Friday will be considered the holiday. When a legal holiday falls on a regular employee's scheduled day off the employee shall treat either the last preceding or the next following workday as the holiday, unless otherwise mutually agreed by the employee and Fire Chief.

408.20 ELIGIBILITY

To be eligible for holiday pay an employee must be in pay status on the last regularly scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday, except that, an employee is NOT eligible for holiday benefits when:

- A) The employee is a new employee to Hebgen Basin Fire reporting for the first day of work on the day immediately following a holiday;
- B) The employee is separating from Hebgen Basin Fire with the last day of work on the day immediately before the holiday;
- C) The employee is a short term worker in accordance with 309.30;
- D) The employee is recalled from layoff or is called back to work to a seasonal position on the day immediately following a holiday. An employee returning from a leave of absence without pay, including

Family and Medical Leave, on the day immediately following a holiday shall be entitled to holiday pay based on their regular schedule upon return to work.

408.40 CALCULATION

1) FULL-TIME EMPLOYEES

All eligible full-time employee working 40 hours in a week shall be entitled to eight (8) hours of holiday pay for each legal holiday listed in 408.00. Generally, the employee will have the day off and will receive eight (8) hours pay for that day. Hebgen Basin Fire reserves the right to require an employee to work on a holiday. Employees who are required to work on a holiday shall be compensated in accordance with Section 408.50 of these policies.

2) PART-TIME EMPLOYEES

All eligible part-time employees (including regular part-time, regular on-call, temporary, seasonal), shall be entitled to holiday pay on a prorated basis using the average number of hours worked for two full pay periods preceding the holiday (see illustrative example below). Generally, the employee will have the day off and will receive prorated holiday pay for that day. Hebgen Basin Fire reserves the right to require an employee to work on a holiday. Employees who are required to work on a holiday shall be compensated in accordance with Section 408.50 of these policies.

Illustrative Example:

To calculate the number of hours of holiday pay an employee may receive: add

the total number of hours worked in the previous two pay periods and divide the sum by 160 and multiply the result by 8.

Hours Worked PP1 + Hours Worked PP2 / 160 x 8 = Holiday Pay

32 hrs.(PP1) + 56 hrs.(PP2) / 160 x 8 = 4.4 hrs. Holiday Pay

The pro-ration formula for part-time employees may result in the employee's total hours for the pay period being more or less than normal. When the calculation results in additional hours, the department head may require the employee to take off an equivalent amount of time without pay in the work week to maintain a consistent paycheck. When the calculation results in fewer hours, the Fire Chief may assign additional hours in the work week or allow the employee to use accrued annual leave or compensatory time to maintain a consistent paycheck.

3) HOLIDAYS AND ALTERNATE WORK SCHEDULES

Employees working alternate schedules (i.e., four ten-hour days) may only receive eight hours of paid holiday leave. Vacation or personal leave may

be used to make up the hours of lost time or otherwise these hours will be considered to be leave without pay.

408.50 PAY FOR WORK ON A HOLIDAY

When a full time, non-union, non-exempt employee is required to work on a legal holiday, in addition to 8 hours of holiday pay the employee shall have the option to either:

- a) accrue holiday leave in direct proportion to the hours worked on the holiday, not to exceed eight (8) hours. This leave can be taken at a time mutually agreed to by the employee and the supervisor; or
- b) receive pay at the regular hourly rate for each hour worked on the holiday up to eight (8) hours. Hours worked exceeding eight (8) hours on a holiday shall be calculated in accordance with work week overtime provisions outlined in these policies (Section 210.00).


When a part time, non-exempt employee is required to work on a legal holiday, in addition to holiday pay as calculated under Section 408.40, the employee shall have the option to either:

- a) accrue holiday leave in direct proportion to the hours worked on the holiday, but not to exceed eight (8) hours of paid leave per holiday, to be taken at a time mutually agreed to by the employee and the supervisor; or
- b) receive pay at the regular hourly rate for each hour worked on the holiday up to eight (8) hours. Hours worked exceeding eight (8) hours on a holiday shall be calculated in accordance with work week overtime provisions outlined in these policies (Section 210.00). The maximum number of holiday hours which may be accrued is 80. After the maximum hours are accrued, the pay option must be used for work on a holiday.



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| Subject: | | |
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| <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| <i>Chapter</i> 4 | <i>Policy #</i> 409.00 | <i>Distribution</i> |
| <i>References:</i> | | |

409.00 Blank-Blank

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|  | Subject: | | |
| | Jury Duty and Witness Leave | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 410.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

410.00 JURY DUTY AND WITNESS LEAVE


Hebgen Basin Fire employees shall be eligible to serve as a witness or to serve on a jury when properly subpoenaed or summoned.

410.10 PROCEDURE

An employee on authorized jury duty or witness leave shall receive their normal daily wage. A part-time employee will receive compensation for those hours the employee is normally scheduled to work. Hours paid for jury duty do not count as hours worked for the purpose of calculating overtime. The employee shall collect all fees and allowances payable as a result of serving on jury duty or as a witness and forward the fees to the Administrative Assistant. Employees serving on jury duty or as a witness in district or justice court should inform the clerk of the court of their employment status, precluding the payment of fees by the court. Any expense or mileage allowance paid by the court shall be retained by the employee. If an employee elects to charge juror or witness time off against annual leave or compensatory time, the employee shall not be required to remit to the District any fees paid by the court. Employees serving on jury duty on a normal day off will not receive additional compensation for those hours.


410.20 EXCUSE FROM JURY DUTY

The Fire Chief may request the court to excuse employees from jury duty if they are needed to ensure District operations are not interrupted.

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|---|---|---|--|
|  | Subject: Military Leave | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 411.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

411.00 MILITARY LEAVE

An employee who is a member of the organized militia of the State of Montana or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of at least six (6) months shall be given leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. Military leave shall not be used for weekend drills. This leave will not be charged against the employee's annual leave. Reinstatement privileges of an employee who has been inducted into military service as provided for under state and federal law will be followed.


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|  | Subject: | | |
| | Leave For Funeral Services Of A Hebgen Basin Fire Employee | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 412.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

412.00 LEAVE FOR FUNERAL SERVICES OF A HEBGEN BASIN FIRE EMPLOYEE

Employees who receive supervisory approval to attend local funeral services for a Hebgen Basin Fire employee shall be allowed a reasonable period of time to attend such services without loss of pay and without being required to use paid leave.

Death of Family Member

Death in the employee's immediate family requiring the employee's personal attendance shall be granted for a period not to exceed 5 days without charging vacation or sick leave. Immediate family shall mean spouse, parents, grandparents, siblings, children or grandchildren of the employee or spouse of the employee, son-in-law, or daughter-in-law.

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|---|---|---|--|
|  | Subject: | | |
| | Education /Training | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 413.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

413.00 EDUCATION/TRAINING

Hebgen Basin Fire supports and encourages training and education for employees in areas related to job duties, professional development, safety, personal growth and educational advancement. The District shall provide training and education opportunities to benefit employees and the District while maintaining District services at a maximum level and while ensuring the maximum benefit is derived from education and training dollars. Supervisors are encouraged to explore, participate in and extend District training and educational opportunities to all regular employees. Employees may request training and with the supervisor’s consent shall be permitted to participate in the District’s training and educational opportunities during the work day.


413.10 EDUCATION LEAVE/TUITION REIMBURSEMENT

Requests for education leave and tuition reimbursement must be approved by the supervisor and the Board of Trustees prior to enrollment. The Board of Trustees reserves the right to limit the number of enrollees which may be allowed during any fiscal year. Any regular (non-probationary) full-time or part-time employee who works at least 1040 hours annually, may be granted time off with pay to attend job-related courses at an accredited post-secondary education institution, including approved vocational education centers. Part-time employees will receive benefits provided by this policy on a pro-rated basis. Time off with pay shall not exceed nine (9) quarter credit hours or six (6) semester credit hours per fiscal year. Upon receiving evidence of satisfactory completion of courses previously approved as outlined in this policy, along with receipts, the employee shall be reimbursed for the cost of books and tuition up to a maximum of five hundred dollars (\$500.00) per fiscal year. Employees who enroll in classes for professional development, personal growth or educational advancement which are not directly job related and which meet at times other than during the employee's regularly scheduled working hours may not claim such hours as compensable. Employees attending courses on their own time shall not be permitted accrue compensation time as a method of compensation. All outside class work must be accomplished on the employee's own time. Employees receiving leave and tuition assistance may be required to

repay those costs if they leave employment less than two years after course completion


413.20 TRAINING LEAVE

Regular, non-probationary employees may attend training seminars, workshops, or conferences related to professional development, safety, personal growth and educational advancement without charging related time off against annual leave and without losing any part of their salary for attendance within regularly scheduled working hours. Attendance must be approved in advance by the supervisor or Fire Chief. The District may provide reimbursement for reasonable registration fees and other related expenses, such as lodging, per diem, and travel, in accordance with the Hebgen Basin Fire District travel policy. Payment must be approved by the Fire Chief in advance of the employee attending the training event.

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|---|---|---|--|
|  | Subject: | | |
| | Insurance Benefits | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 414.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

414.00 INSURANCE BENEFITS

The Fire District shall make group insurance benefits available to regular full-time employees and may grant approval to regular part-time employees scheduled to work at least 1040 hours per fiscal year. Short term and temporary employees, including interns, working for a period of less than 12 months are not eligible for group insurance benefits. Employee Only benefits are provided by the Fire District. All costs of additional family coverage are the responsibility of the employee. Prior to adding family coverage the employee shall get written approval by the Fire Chief.

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|  | Subject: | | |
| | Workers' Compensation | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 415.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

415.00 WORKERS' COMPENSATION


Hebgen Basin Fire provides eligible employees with wage supplement and medical benefits for work-related injury or disease covered under the Montana Workers' Compensation Act or the Occupational Disease Act. Employees shall immediately provide notice to their supervisor of every work-related accident, injury or occupational disease. Any actual knowledge of the injury or accident or occupational disease by the Fire Chief or Asst. Fire Chief is the equivalent of receiving notice. The employee shall complete a State Fund "First Report" form as soon as possible after the occurrence of the accident or injury. Benefits for compensable injuries may include: wages; medical, hospital, and related services; and other compensation. In accordance with state law, eligibility for wage loss benefits begins after a qualifying period in accordance with state law. Employees may use accrued leave, including annual or sick leave benefits, to cover wage loss during the waiting period.

During an absence due to work related injury or disease:

- Annual leave may be used in accordance with state law;
- Family and Medical Leave (FMLA) may be used in accordance with federal law

and these policies; and

- Leave without pay (LWOP) may be used in accordance with these policies. Employees may retain Hebgen Basin Fire District insurance coverage during approved LWOP or FMLA in accordance with the provisions of those policies. Medical certification reflecting fitness for duty will be required when an employee returns to work from a work related illness or injury, or when an illness or injury will prohibit the employee from performing all the essential functions of their position as listed on the job description. When an employee is not able to return to the duties they were performing at the time of their injury, but are anticipated to make a full recovery, a transitional work assignment may be considered. The Fire Chief will coordinate transitional work assignments. Criminal proceedings may be initiated against a person who obtains or assists in obtaining Workers' Compensation benefits to which the person is not entitled.

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|  | Subject: | | |
| | Employee Assistance Program (EAP) | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 4 | <i>Policy #</i> 416.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

416.00 EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)

The Hebgen Basin Fire Employee Assistance Program (EAP) has been implemented in order to retain valued employees, to increase effectiveness on the job and to encourage a positive work environment by assisting employees in coping effectively with personal or job-related problems. The purpose of the EAP is to provide this assistance through special arrangements with outside, professional counseling resources. The program is designed to deal with a broad range of problems such as emotional, behavioral, family, marital, chemical dependency, financial, legal, and other personal problems.

416.10 ELIGIBILITY

This program is available to all regular full-time and part-time employees working at least 1040 hours per fiscal year and their families. Upon approval of the Fire Chief, EAP will provide problem assessment, consultation, one-time counseling and referral. Cost for this service is covered by Hebgen Basin Fire.

The employee or family member shall be responsible for the costs of services provided by a referral resource. Some of these expenses may be eligible for payment by the employee's health insurance.

416.20 REFERRAL

Participation in the EAP is voluntary and will not jeopardize an employee's job security or promotional opportunities.

- A) Self-referral to the EAP is encouraged.
- B) It is the responsibility of all levels of management to refer employees to the EAP when appropriate to assist in resolving employee job performance problems. The Fire Chief will base referrals to the EAP strictly on the basis of job performance, in accordance with District policy and procedures.

416.30 CONFIDENTIALITY

Employee referral to and participation in, the EAP, as well as all records and discussions of personal issues, will be handled in accordance with strict confidentiality regulations. Records will be kept by the designated counseling resource and will not become part of an employee's personnel

file. EAP's policy of confidentiality allows information to be released only:


- A) with written and informed consent of the client;
- B) when the EAP staff determines that there is a clear and imminent risk to the client or to the community; or
- C) when required by a court order.

In addition, child abuse must be reported in accordance with state law.

When an employee is referred to the EAP in lieu of discipline or discharge, the

Fire Chief may require that the employee provide verification of attendance at EAP sessions.

500.00 HOURS OF WORK AND WORK RULES-Non Exempt Employees

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|  | Subject: | | |
| | Hours of Work | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 5 | <i>Policy #</i> 501.00 | <i>Distribution</i> |
| <i>References:</i> | | | |


501.00 HOURS OF WORK

The normal hours of work for full-time non-union District employees shall be eight (8), or (10) hours per day, and the normal work week shall be forty (40) hours, Sunday through Saturday. Employees must submit signed time sheets bi-weekly, accurately reflecting hours worked each work day and total hours worked each work week. Time will be recorded in increments of no less than 1/10 of an hour. Time sheets that are signed by the Fire Chief or Asst. Fire Chief will constitute final supervisory approval of all leave requests, overtime approval and compensatory time accrual. Administrative Assistant shall be responsible for maintaining records that detail accurate timesheet documentation, employee attendance and hours of work.

501.10 ALTERNATE WORK SCHEDULES

Implementation of alternate work schedules is at the Fire Chief’s discretion, based on the following considerations:

- A) Generally, District offices must be open from 8:00 a.m. to 5:00 p.m. daily and supervisors will ensure adequate staff coverage during those hours.
- B) Core hours shall be established when all employees normally work.
- C) Operational and Emergency needs of the Fire District may require hours outside of core hours.
- D) The Fire Chief will determine what level of supervisory coverage is required during extended office hours.
- E) The Fire Chief may withdraw approval for alternate work schedules with five working days advance notice. Nothing in this policy limits the authority of the Fire Chief to establish or change work schedules as necessary to ensure successful operations.

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|  | Subject: | | |
| | Emergency Closure of District Offices | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 5 | <i>Policy #</i> 503.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

503.00 EMERGENCY CLOSURE OF DISTRICT OFFICES

If the Board of Trustees determines that the health or safety of employees is threatened by requiring them to report to work or remain at work, it may direct that District offices be closed. This policy outlines: (1) procedures for emergency District office closures, and (2) employee compensation and leave during emergency offices closures.

503.10 PROCEDURES

If the Fire Chief determines that District offices must be closed because of employee health or safety concerns, or in the interests of public safety, the decision will be announced through the local media as soon as is practicable. The announcement will include the effective time and date of the closure, and its anticipated duration. The Fire Chief will be responsible for ensuring that employees are notified of the decision, and may exercise one or more of the following options in response to an emergency District office closure:


- Employees may be directed not to report to work or remain at work.
 - Employees may be required to report to an alternate work location.
 - If the emergency closure prevents employees from performing their regular jobs, they may be assigned to perform other duties. The Fire Chief is responsible for ensuring the health and safety of employees who are required to perform these duties.
 - Employees whose regular job duties involve emergency operations or support may be required to report to work at their normal work location.
- The Fire Chief shall announce through the local media: (1) the date and time on which District offices will reopen, and (2) any restrictions on work schedules or work assignments.

503.20 EMERGENCY CLOSURE, COMPENSATION AND LEAVE

- A) Employees who perform work during an emergency District closure will be compensated at their regular rate of pay for all hours up to forty in a work week. Compensation for hours in excess of forty shall be in accordance with Section 210.00.
- B) Employees notified at least one hour prior to their scheduled starting time not to report as a result of an emergency office closure, may use accrued leave or take leave without pay.
- C) Employees who: (1) are not notified of the emergency closure and report to work, or (2) are notified of the emergency closure less than one

hour prior to their scheduled starting time, but are not permitted to report to work or remain at work, will receive two hours of pay at their regular rate.

D) If an emergency office closure occurs during an employee's regular working hours, the employee will be paid for all hours of work up to the announced time of closing, but in no case will the employee be paid for less than two hours.

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|  | Subject: | | |
| | Work Rules | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 5 | <i>Policy #</i> 504.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

504.00 WORK RULES

The following work rules shall be applicable to all Fire District employees. Employees who violate any of the work rules shall be subject to disciplinary action, including termination.

It shall be the joint responsibility of the Board of Trustees and the Fire Chief for the overall administration and implementation of the work rules.

The following rules are not intended to be all inclusive:


- A) Employees are required to maintain the minimum qualifications for the position in which they are employed, (e.g. licensure, certification etc.).
- B) Employees shall not behave in an unsafe or discourteous or disrespectful manner toward other employees or members of the public.
- C) Employees shall not engage in unlawful activity while on the job.
- D) Employees shall not engage in partisan political activity while on the job.
- E) Employees shall not engage in unapproved soliciting, use their position for personal gain or use their position inappropriately to coerce others.
- F) Employees shall not possess unauthorized firearms or weapons on District premises.
- G) All Hebgen Basin Fire employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances while at work or on District premises.
- H) Employees shall not possess, use or be under the influence of alcohol or intoxicating beverages while at work or on District premises.
- I) Employees shall not falsify records, reports, including time sheets and time cards or claims of any kind. Time cards may only be modified by the Fire Chief to correct time or mathematical errors. The original time sheet and the corrected time sheet shall be provided to the employee for review.
- J) Employees shall not, directly or indirectly, maintain employment which conflicts with the interest of the District or which interferes with the employee’s ability to discharge District duties in full. Outside employment may be determined to be in conflict of interest if:
 - it interferes or effects the performance of normal duties with the District;

- it is conducted or solicited on District time;
- any District-owned equipment or facilities are used to perform the outside interest; or
- the nature of the duties with the District place the employee in a position to exercise influence which may enhance the outside interest.

For safety reasons, employees must cease working at their second job no less than 10 hours before they are scheduled to return to work for the District so that they return to work rested and ready to perform their assigned tasks.

To avoid District liability, employee conflict and workplace problems and to ensure efficient and effective operations the District requires written notification to be provided to the Fire Chief for outside employment approval. If the Fire Chief, believes a conflict exists the employee may appeal the decision to the Board of Trustees who shall consider the appeal and make a decision based solely on the factors listed above. The Employee will also be required to sign a release of liability form.

- K) Employees shall not have any financial interests in the profits of any contract, service, or other work performed by the District; or shall personally profit directly or indirectly from any contract, purchase, sale, or service between the District and any person or company.
- L) No employee of Hebgen Basin Fire shall operate any motor vehicle Belonging to Hebgen Basin Fire or any other motor vehicle within the scope of employment of Hebgen Basin Fire while the driver's license of the employee is canceled, suspended, or revoked.
- M) Any other behavior or conduct that is prohibited elsewhere in these policies.

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|  | Subject: | | |
| | Work Rules/Incident Reports | | |
| | <i>Original Date:</i> 10/12/2021 | <i>Updated Adopted Date:</i> | <i>Next Review:</i> 12/31/2024 |
| | <i>Chapter</i> 5 | <i>Policy #</i> 504.10 | <i>Distribution</i> |
| <i>References:</i> | | | |

504.10 WORK RULES/Incident Reports

Incident Reports are needed for every incident. Information from the report is critical and helps to improve our performance. All reports will be completed in ImageTrend. It is the responsibility of the Incident Commander to make sure the incident report information is accurate and a written report completed. The Duty Crew and/or ambulance crew are responsible for completing medical/ambulance transport reports. This information may be used in the future for court cases and insurance purposes.

Structure Fire Incident Reports

1. Structure Fire Reports “NFIRS” need to be completed for each structure fire response regardless if there was actually a fire or not. Structure Fire Reports also need to be completed any time there is fire that involves a structure of any kind.

Medical Incident Reports

1. Medical incident reports shall be completed when medical assistance is requested, including medical calls, motor vehicle accidents, or any other situation where district personnel or equipment is used to provide medical assistance.
2. Medical reports shall be filled out completely with a narrative of all pertinent information about who was there, what happened, and what action was taken by district personnel. Medical reports shall be signed by the patient in all pertinent circumstances. ▯
3. Ambulance transport reports should include patient’s insurance information and a cover sheet from the receiving hospital.
4. Patients declining treatment or transport must sign the report stating they are refusing services. If the patient refuses to sign, have a witness, or law enforcement sign the

refusal along with the primary patient care provider, as a last resort if a witness or law enforcement are not available, then both crew members need to sign the report.

5. NFIRS and EMS reports must be 100% completed and marked as Finalized for NFIRS reports or marked as Ready For Billing on all EMS reports for refusals or transports by the end of your shift.
6. Overtime will only be paid for the completion of reports for incidents that come in during the last 4 hours of your tour or shift.
7. Overtime outside of this window will only be paid if prior approval is granted by the Fire Chief or his/her Designee.
8. Paid Staff members who take a call when not on shift will have until the end of their next shift to complete the reports.
9. Incident Reports numbers for both NFIRS and EMS reporting will be entered as Follows:

21000221-001

WYPD CAD#----HBFD Run#


If the call happens in Yellowstone National Park a Y will be placed at the front of the WYPD CAD#

Y21000221-001

YNP NFIRS Reports You need to write a synopsis of what happened in the narrative for all EMS and Fire calls into the NFIRS report for all YNP calls.

10. Failure to adhere to this policy or an established pattern of non-compliance with this policy, may be grounds for disciplinary action.
11. In the event that a report cannot be completed for whatever reason. An email must be sent to the Chief, Assistant Chief and Administrative Assistant outlining why it could not be completed and a plan of how it will be completed before you leave your shift or tour. The Chief, Assistant Chief or Administrative Assistant will provide acknowledgement of the email.
12. No disciplinary action will be taken against an employee or volunteer in the event of a technical issue, IT problem or

computer failure. When the issue happens the employee must notify the Chief, Assistant Chief and Administrative Assistant by email as soon as practically possible. The employee or volunteer needs to provide a description on the issue, where it happened, what you were doing when it happened and what they believe was the cause.

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|  | Subject: | | |
| | Violence in the Workplace | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 5 | <i>Policy #</i> 505.00 | <i>Distribution</i> |
| <i>References:</i> | | | |


505.00 VIOLENCE IN THE WORKPLACE

It is the policy of Hebgen Basin Fire to promote a safe environment for its employees, free from violence, threats of violence, intimidation or other disruptive behavior. Hebgen Basin Fire District will not tolerate any type of workplace violence committed by or against employees.

The following behaviors, while not inclusive, are examples of conduct that Hebgen Basin Fire District will not tolerate:

- causing physical injury to another person;
- making threatening statements, remarks, gestures or expressions;
- engaging in aggressive or hostile behavior that communicates a direct or
Indirect threat of physical harm, or creates a reasonable fear of injury to another person;
- possessing a weapon while at work; and
- writing threatening notes, letters or e-mail.

Individuals who commit such acts may be removed from the workplace, and may be subject to disciplinary action (including termination), criminal prosecution, or both. Employees who observe or experience violence in the workplace should immediately report it to the Fire Chief or Asst. Fire Chief. Personnel who receive such reports should contact the Fire Chief regarding investigating the reports and initiating appropriate corrective action. Threats or assaults that require immediate attention should be reported to 9-1-1.

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|  | Subject: | | |
| | Workplace Harassment | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 5 | <i>Policy #</i> 506.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

506.00 WORKPLACE HARASSMENT

506.10 POLICY

Hebgen Basin Fire is committed to providing a work environment in which all people are treated with respect and dignity. It is the policy of Hebgen Basin Fire to protect the rights of employees to work in an environment free of all forms of illegal discrimination and harassment, including sexual harassment. The provisions of this policy apply in all District work places and at all employer sponsored activities.

506.20 SEXUAL HARASSMENT

The Montana Human Rights Act and Title VII of the Civil Rights Act of 1964 prohibit discrimination in employment based upon sex. Sex discrimination includes sexual harassment. It is the policy of Hebgen Basin Fire as an employer:

- A) to provide a working environment free from sexual harassment for all District employees and for visitors to the District’s workplaces;
- B) to communicate the District’s sexual harassment policy and reporting procedures to employees and supervisors;
- C) to recognize the sensitive nature of complaints of sexual harassment; to encourage early reporting by employees; and to resolve complaints promptly and confidentially;
- D) to prohibit retaliation against any employee reporting alleged sexual harassment or who has acted as a witness for such a report.

506.21 DEFINITION AND EXAMPLES

Harassment refers to behavior which is not welcome, personally offensive and interferes with an employee’s effectiveness and work environment. Sexual harassment generally involves unwelcome sexual advances, requests for favors and other verbal, physical and visual contact of a sexual nature when:

- submission is made either explicitly or implicitly a term or condition of employment.
- submission or rejection by an employee is used as a basis for Employment decisions affecting the employee.
- such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating,

hostile or an otherwise offensive work environment.

The following are possible examples of sexual harassment:

- A) Sexual advances which are unwanted. This may include situations which
- B) Begin as reciprocal attractions but later cease to be reciprocal.
- C) Leering or sexual gestures.
- D) Displaying sexually suggestive objects, pictures, cartoons, or posters.
- E) Verbal abuse of a sexual nature, sexually oriented jokes, innuendoes or obscenities; sexually suggestive letters, notes or invitations.
- F) Reprisals or threats after a negative response to sexual advances.
- G) Actions effecting employment benefits in exchange for sexual favors. (This may include situations where a third party is treated less favorably because others have agreed to sexual advances.)
- H) Physical conduct such as assault, attempted rape, impeding or blocking movement or touching.
- I) Hazing including daring, or asking an employee to engage in unsafe work practices, especially as applied to women in nontraditional work environments.

506.22 REPORTING RESPONSIBILITY

The Fire Chief and Asst. Fire Chief have an obligation to:

- A) Inform employees of their right to a harassment free environment and to provide training for employees regarding both the prevention and reporting of sexual harassment.
- B) Express strong disapproval of any type of harassment.
- C) Make it clear that employees who engage in sexual harassment will be appropriately disciplined and that victims and informers will be protected from retaliation.
- D) Be aware of activities in the workplace.
- E) Take immediate corrective action if sexual harassment occurs.


Employees have a responsibility to:

- A) Report all incidents or actions as soon as possible after the alleged harassment occurs to the Fire Chief, Asst. Fire Chief or a member of the Board of Trustees.
- B) Make it known that the behavior in question is unwelcome, offensive or inappropriate and request that the action stop immediately, including informing the harasser if possible.
- C) Keep written records of the dates and facts of all sexual harassment and the names of witnesses.
- D) Employees may file a complaint through the Board of Trustees through the grievance procedure found in Section 702 of these policies,

or through the Human Rights Commission, Department of Labor, Helena, Montana.


506.23 VIOLATION OF POLICY

Substantiated violations of this policy may result in disciplinary action in accordance with Policy 700.00. Disciplinary action up to and including discharge may be warranted if the violation is sufficiently severe or repeated.

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|---|---|---|--|
|  | Subject: | | |
| | Drug-Free Workplace | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 5 | <i>Policy #</i> 507.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

507.00 DRUG-FREE WORKPLACE

Drug and Alcohol Testing will be in accordance with the Hebgen Basin Drug Policy Addendum _C

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|---|---|---|--|
|  | Subject: YNP Contract COVID Vaccination | | |
| | <i>Original Date:</i> 01/11/2022 | <i>Updated Adopted Date:</i> 01/11/2022 | <i>Next Review:</i> 01/31/2024 |
| | <i>Chapter</i> <p style="text-align: center;">5</p> | <i>Policy #</i> <p style="text-align: center;">508.00</p> | <i>Distribution</i> |
| | <i>References:</i> | | |

DRAFT

508.00 Yellowstone National Park Contract Vaccination Policy

508.00 In order to comply with the current regulations of EO 13991 Protecting the Federal Workforce and Requiring Mask Wearing noticed on August 25, 2021 by YNP contracting office all employees, staff and volunteers of the Hebgen Basin Fire District must:

- Complete a Certification of Vaccination Form
- Fully comply with DOI policy regarding masking, social distancing and testing while in National Park Service facilities or interacting with the Federal Workforce.
- Individuals who are not fully vaccinated or those who decline to respond must:
 1. Wear a mask regardless of the level of community transmission;
 2. Physically distance; and
 3. Must provide proof of having received a negative COVID-19 test from within the previous 3 days. Costs incurred as a result of testing shall not be reimbursed by the Government or Fire District

The Fire District has a number of BinaxNow tests available to accomplish this testing while supplies last at no cost.

Testing can be self-administered.

1. If the employee has taken the Training Required (Link Below)
2. Notified the Chief by email that the required training has been completed,
3. Report all testing conducted on the testing sheet located at the Hebgen Basin Fire District.
4. All tests taken daily must be reported to the link provided below and all positive results must be immediately reported to the Fire Chief and to the Health Department.

Training (required)

1. A training module on the BinaxNOW test is available (10min). Every operator should watch this before conducting a test:


<https://www.globalpointofcare.abbott/en/support/product-installation-training/navica-brand/navica-binaxnow-ag-training.html>

2. All tests conducted must be reported at this secure site (Public Law 116-136, § 18115(a):

https://montanagovernment-aijle.formstack.com/forms/covid19_lab_test_result_survey

- Remember, any positive test results must be reported to your local health department immediately (37.114.201 [mtrules.org])

As a Contractor for Yellowstone National Park Hebgen Basin Fire District must disseminate this information and the Certification of Vaccination form to all employees who are working under a Department of the Interior contract.

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|---|--|---|--|
|  | Subject: COVID 19 Home Test Point of Distribution Policy | | |
| | <i>Original Date:</i> 01/11/2022 | <i>Updated Adopted Date:</i> 01/11/2022 | <i>Next Review:</i> 01/31/2024 |
| | <i>Chapter</i> 5 | <i>Policy #</i> 508.50 | <i>Distribution</i> |
| | <i>References:</i> | | |

Draft

508.50 COVID 19 Home Test Point of Distribution Policy


In Partnership with the Gallatin City-County Health Department, Town of West Yellowstone and Hebgen Basin Fire District. The district agrees to be a point of distribution for at home antigen rapid testing while supplies last. The goal of the program is to provide additional testing opportunities within the Hebgen Basin for both symptomatic patients and close contacts of positive COVID-19 patients.

Test Kits will be available from either the Town of West Yellowstone Social Services Department or Hebgen Basin Fire District.

To receive a test kit:

1. People will need to call the Fire Department or Social Services and request a kit. Monday-Friday 8:00 am – 5:00 pm and supply their name and address.
2. 1 test kit will be available for symptomatic patients or close contacts of positive COVID-19 patients.
3. The Fire Department or Social Services will then drop off a test to the residence as soon as possible or other arrangements can be made. At no time will potential COVID patients be allowed into the fire station as pertaining to distribution of these tests.
4. A list with the name and address of all patients receiving a test kit will be kept at the station for accountability purposes of test kits. The list of dispensed tests will be kept in Lindsey’s box covered by a blank sheet of paper.
5. Gallatin City-County Health Department will supply all instructional materials needed so that patents can administer and report their own tests.
6. Test kits will be individually bagged with the kit and instructions needed in both English and Spanish, for ease of distribution.

7.

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|---|---|---|--|
|  | Subject: | | |
| | Electronic Communications Policy | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 5 | <i>Policy #</i> 509.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

509.00 ELECTRONIC COMMUNICATIONS POLICY

509.10 POLICY

It is the policy of Hebgen Basin Fire to authorize use of all means of electronic communications for legitimate business purposes. The District will not tolerate the unauthorized access or use of the systems described below and documented abuses will be subject to disciplinary action. Hebgen Basin Fire will not monitor these systems as a routine matter, however the District reserves the right to access any of these systems and disclose any and all of their contents. This policy also applies to password protected messages. Any access of password protected messages without the consent of the sender or recipient must be done with Fire Chief or Board approval. Also, in the course of normal system maintenance District employees may discover violations to this policy which will be reported.

509.20 DEFINITIONS:

Systems governed by this policy include:

“Local Area Network (LAN)” means a multi-computer system connecting file servers and work stations

“E-mail” means written, electronic communication. The District’s E-mail systems consist of internal E-mail, including the bulletin board system (BBS), and Internet E-mail.

“Social Media: means, Facebook, twitter and other social media sites.

“Internet browsing” means access to the “World Wide Internet Web.”

“Voice mail” means electronic communication provided through the District phone system.

“Faxing” means written and electronic means of communications. The District’s fax systems consist of external fax machines and faxing using computer software through the District’s LAN servers.


509.30 PROVISIONS:

An employee should not transmit anything in a fax or E-mail message, whether internal or external, that he or she would not be comfortable writing in a letter or memorandum using District letterhead.

All faxes, E-mail, voice mail, and Internet browsing capabilities are provided to employees at the District’s expense to assist internally in the

conduct of company business and externally in communicating for legitimate business purposes. Hebgen Basin Fire will not knowingly permit any of these systems to be used for unlawful purposes. This specifically includes, but is not limited to, the offering or solicitation of illegal substances, the offering or solicitation of illegal activities, such as computer crimes or hacking, the offering or solicitation of computer files which are protected by copyrights, trademarks, or other creative rights. These systems may not be used to download or transmit information or messages that reasonably may be considered offensive, pornographic, discriminatory, defamatory, disparaging, or threatening to any employee or any other person or entity. The District's policies against sexual or other forms of harassment apply fully to the use of these systems. When using the Internet and visiting host servers, the user is required to respect the conventions, courtesies, and rules of use which govern communications on the Internet. Some examples would include, but are not limited to, refraining from harassing, threatening or tormenting any other user or group of users. Users will not use Internet E-mail for the posting or transmitting to or from the Internet any unlawful, offensive, inflammatory or prohibited communication material of any kind. Users may not use the Internet to encourage, conduct or agree to any activity that would constitute a criminal or civil offense.

These systems are provided to facilitate the District's business communications. The use of such systems for outside business ventures, to leak confidential or privileged information, or for political or religious causes is prohibited. The excessive or inappropriate use of these systems for personal business is also prohibited. By using these systems, employees consent to this policy and the District's right to monitor and access these systems in accordance with applicable state and federal laws. Employees who misuse or abuse these systems or policies set forth above may be subject to discipline up to, and including, discharge.

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|---|--|--|-----------------------------------|
|  | Subject: | | |
| | Computer Aided Dispatching “CAD” Policy | | |
| | Original Date: 00/00/0000 | Updated Adopted Date: 00/00/0000 | Next Review: 12/31/2023 |
| | Chapter 6 | Policy # 510.00 | Distribution |
| References: | | | |

Draft

510.0 Computer Aided Dispatching “CAD” Policy

PURPOSE

The purpose is to provide guidelines to ensure the accuracy of criminal justice information and individual privacy in confidential and non-confidential criminal justice information collection, storage, and dissemination

POLICY

Hebgen Basin Fire District operates having access to Computer Aided Dispatching “CAD”. The information contained within the CAD system is considered Confidential Criminal Justice Information along with the Calls For Service Generated by the CAD System. West Yellowstone Police Department or Gallatin County 911 will maintain, control, and release when necessary, criminal justice information as prescribed by Montana Code Annotated.

DEFINITIONS


“Confidential Criminal Justice Information” means:

- a. Criminal investigative information;
- b. Criminal intelligence information;
- c. fingerprints and photographs;
- d. criminal justice information or records made confidential by law; and
- e. any other criminal justice information not clearly defined as public criminal justice information, all as prescribed in 44-5-103, MCA.

DISSEMINATION OF CONFIDENTIAL CRIMINAL JUSTICE INFORMATION

Pursuant to, ‘Dissemination of Confidential Criminal Justice Information’, (44-5-303, MCA), is restricted to the following:

- a. Criminal justice agencies;
- b. to those authorized by law to receive it;
- c. to those authorized to receive it by a district court upon a written finding that the demands of individual privacy do not clearly exceed the merits of public disclosure.

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|  | Subject: | | |
| | Employee Separation | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 6 | <i>Policy #</i> 600.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

600.00 EMPLOYEE SEPARATION


Employee separation means the removal of an employee from District service for either voluntary or involuntary reasons. With the written permission of the Board of Trustees paid leave may not be used to delay the effective date of separation.



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| Subject: | | |
| Resignation | | |
| <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| <i>Chapter</i> 6 | <i>Policy #</i> 601.00 | <i>Distribution</i> |
| <i>References:</i> | | |

601.00 RESIGNATION

An employee may resign in good standing by submitting a written resignation to the Fire Chief stating the reasons and the effective date of resignation at least two weeks prior to the effective date, unless extenuating circumstances require a shorter period. Failure to comply with this requirement may be cause for denying future reemployment with the District.

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|---|---|---|--|
|  | Subject: | | |
| | Layoff or Permanent Reduction in Hours | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 6 | <i>Policy #</i> 602.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

602.00 LAYOFF OR PERMANENT REDUCTION IN HOURS

A layoff is the involuntary termination of an employee because of a lack of work, lack of funds, elimination of a position, or any other situation where continuing to fund a position would be inefficient or non-productive for budgetary reasons. A permanent reduction in hours occurs when funding for a position is permanently reduced, but the position is not eliminated from the budget.

602.10 PROCEDURE FOR LAYOFF OR PERMANENT REDUCTION IN HOURS

In selecting employees for layoff or permanent reduction in work hours, the employer will first determine which combination of positions will best enable the District to meet its objectives after a layoff or funding reduction. Should the employer determine that a particular position is to be reduced or eliminated the employer will provide the affected employee(s) with as much advance notice as is practicable. If two or more employees occupy a particular job classification that is to be reduced as part of a layoff or budget reduction within the District, the employer will carry out these reductions as follows.

Regular Employees

- If two or more regular (non-probationary) employees occupy positions in a particular job classification that is to be reduced or eliminated as part of a budget reduction within the District, the employer will retain the employees who, at the employer’s discretion, are most qualified and capable of performing the assigned work. If employees’ qualifications and capabilities are substantially equal, the employer will retain employees based on their length of continuous service with Hebgen Basin Fire in that job classification.

602.30 LEAVE BENEFITS FOR LAID OFF EMPLOYEES

An employee who is laid off may defer cash payment for unused sick and vacation leave for up to one year from the effective date of the layoff. If the employee defers cash payment, and is recalled into the same position, or hired into another Hebgen Basin Fire position within the one-year period, the employee will have the leave balances available. The employee must decide whether or not to defer cash payment for accrued

leave at the time of separation. If a laid off employee opts for cash payment, such payment shall be made in accordance with the applicable sick and vacation leave policies.

602.40 RECALL

Employees who are laid off under this section shall have their names placed on a recall list for a period of one year from the effective date of layoff. In the event that the position from which an employee was laid off is reinstated, the employer will mail a recall notice to the employee at the employee's last known mailing address. The employee will have five working days to accept reinstatement to the employee's former position. If the employee declines reinstatement or fails to respond to the recall notice, the employee's name shall be removed from the recall list and the employee shall have no further reinstatement privileges. The employee is responsible for ensuring that an accurate and up-to-date mailing address is on file. An employee who is recalled under this policy will be considered as continuously employed for purposes of calculating vacation leave, sick leave or any other benefits set forth in these policies that are based on length of continuous service with the Hebgen Basin Fire District. The employee will not accrue additional leave benefits for any time during which the employee was laid off prior to reinstatement. The salary for an employee who is recalled under this policy shall be established at the same relative percentage within the pay range for the employee's position as it was on the date of the layoff.

602.50 PREFERENCE FOR OTHER VACANT POSITIONS


If a laid-off regular (non-probationary) employee is qualified and capable of performing the duties and responsibilities assigned to any other vacant District position, the employee shall have an absolute preference for that position. If two or more laid-off or regular employees are substantially equally qualified and capable of performing the work, preference shall be based on length of continuous service with Hebgen Basin Fire. This preference is effective beginning on the date on which an employee is notified in writing of the employee's impending layoff, and extends for a period of one year from the effective date of the employee's layoff. During this preference period, the employer will mail notices of all vacant District positions to laid-off employees at their last known mailing address.

The salary for an employee who is placed in another District position under this policy shall be established as follows:

- If the position is at the same grade level as the position from which the employee was laid off, the salary shall be established at the same relative

percentage within the pay range for the employee's position as it was on the date of the layoff.


- If the position is at a higher grade level the salary shall be established according to Policy 207.00.
- If the position is at a lower grade level the salary shall be established according to Policy 208.00.

| | | | |
|---|---|---|--|
|  | Subject: Retirement | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 6 | <i>Policy #</i> 603.00 | <i>Distribution</i> |
| | <i>References:</i> | | |

603.00 RETIREMENT


A qualified employee may elect to retire in accordance with applicable state law.

A retired employee may continue District health insurance coverage, provided that premium amounts are paid in accordance with policies established by the plan administrator.

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|  | Subject: | | |
| | Involuntary Termination | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 6 | <i>Policy #</i> 604.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

604.00 INVOLUNTARY TERMINATION


Involuntary termination is covered in Section 701.60 of these policies.

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|---|---|---|--|
|  | Subject: | | |
| | Separation Process | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 6 | <i>Policy #</i> 605.00 | <i>Distribution</i> |
| <i>References:</i> | | | |

605.00 SEPARATION PROCESS

It shall be the responsibility of the employee to notify the Fire Chief of and intended employee separations. Notice will be given as soon as possible in order that the separation process can be completed prior to the employee's last scheduled day of employment.

700.00 DISCIPLINARY ACTION AND GRIEVANCE PROCEDURE

| | | | |
|---|---|---|--|
|  | Subject: Disciplinary Action | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 7 | <i>Policy #</i> 701.10 | <i>Distribution</i> |
| | <i>References:</i> | | |

701.10 DISCIPLINARY ACTION

It is the policy of Hebgen Basin Fire that District employees who fail to perform their jobs in a satisfactory manner or engage in misconduct shall be subject to disciplinary action. Discipline shall be conducted in accordance with the principles of good cause and due process. Progressive discipline shall be applied when appropriate however, specific disciplinary action will be determined by the severity of the misconduct, the employee’s disciplinary record, and any other relevant criteria.

Informal disciplinary action may include:

- coaching and counseling
- oral reprimand

Formal disciplinary action may include:

- written reprimand or warning notice
- suspension (with or without pay)
- demotion
- termination

Employees have the right to grieve and appeal all formal disciplinary actions imposed.

701.20 PROCEDURES

All formal disciplinary actions with volunteers and employees shall be approved by the Fire Chief and coordinated with the Board of Trustees. Prior to imposing such discipline. At the request of the Fire Chief, another member of the staff will be present during disciplinary meetings or hearings with volunteers and employees. It is the responsibility of the Fire Chief to ensure accurate and complete documentation of all formal and informal disciplinary actions, including the volunteer or employee behavior that leads to such discipline.

A volunteer or employee may be suspended, demoted, or terminated immediately and without prior notice for certain types of misconduct

including, but not limited to: insubordination, theft, drinking of or being under the influence of alcoholic beverages or drugs narcotics while on duty, physical misconduct, abusive or criminal behavior, or abandonment of duties.

701.30 WARNING NOTICE

The supervisor may issue a warning notice when the violation is so serious that it requires punitive discipline, but not so serious as to warrant suspension or termination. A warning notice shall specify what performance deficiency or violation has occurred, what the employee must do to correct the deficiency or violation and in what time period, and what further action will be taken if the employee does not improve or correct the performance or behavior. The employee shall have the right to make written response. Written warning notices which do not result in suspension, demotion, or dismissal may be removed from the employee's personnel file after eighteen months from date of issuance, provided that there has been no subsequent disciplinary action. Current employees may request removal of such letters in writing to the Fire Chief and Board of Trustees.

701.40 SUSPENSION

Suspension is the temporary separation of an employee from District service for disciplinary reasons or pending the outcome of an investigation involving the employee. A suspension may be paid or unpaid, however, FLSA-exempt employees, as identified in Addendum B of these policies, may not be subject to an unpaid suspension of less than one full work week. An employee placed on suspension shall receive notice specifying the total length of the suspension, what violation or unacceptable behavior occurred or may have occurred, what the employee must do to correct the behavior in what time period, and what further action will be taken if the employee does not make the correction or improvement. When it is necessary to immediately remove the employee from the work place, suspension may be initiated by oral notice followed by a written suspension notice. The employee has the right to make written response which is to be filed with the suspension notice to the Board of Trustees.

701.50 DISCIPLINARY DEMOTIONS


Demotions for cause may be appropriate in order that employees whose work has not been satisfactory, but who do not deserve dismissal, may be retained and assigned less difficult work. An employee may be demoted by the Fire Chief when the employee cannot or will not satisfactorily perform the duties in the employee's present position. Written

notifications of demotions stating the reasons why shall be furnished to the employee.

701.60 TERMINATION

A probationary employee may be terminated in accordance with Section 310 of these policies. A regular volunteer or employee may be terminated when other forms of discipline fail or when the violation is so serious that it demands that the employee be removed immediately from the job. The employee shall be given a written termination letter setting forth the reasons for the termination and the effective date. The employee shall have the right to make a written response.

Final payment for wages shall be in accordance with Section 212.00.

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|---|---|---|--|
|  | Subject: Grievance Procedure | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> <p style="text-align: center;">7</p> | <i>Policy #</i> <p style="text-align: center;">702.00</p> | <i>Distribution</i> |
| | <i>References:</i> | | |

702.00 GRIEVANCE PROCEDURE

702.10 POLICY

A grievance shall be defined as any controversy involving the interpretation of these policies or an alleged violation of any provision of these policies. It is the policy of Hebgen Basin Fire to treat all employees equitably and fairly in matters affecting their employment. The presentation of a grievance shall be considered the right of each employee without fear of reprisal. The following grievance procedure shall be in effect for District employees covered by these policies. Failure to file or advance the grievance according to the established procedures and times shall cause that party to waive the right to respond to that step. If the employee fails to respond, the grievance will be canceled. If management fails to respond, the employee may proceed to the next step of the procedure. Time limits or procedural steps may be waived upon mutual, written agreement by both the employee, Fire Chief and Board of Trustees. In the event that the Fire Chief receives a grievance (formal or informal) from an employee, he shall contact the Board of Trustees to assist in handling the grievance and ensure compliance with these policies.

702.20 INFORMAL PROCEDURE

Every effort shall be made to resolve the grievance informally. Within ten (10) working days of knowledge of the alleged incident, the employee shall talk to the Fire Chief about the complaint. The Fire Chief shall be given five (5) working days to attempt to resolve the grievance. If the Fire Chief fails to respond within five (5) working days, or if the supervisor's response does not resolve the grievance, the employee may reduce the complaint to writing and begin the formal grievance procedure below.

702.30 FORMAL PROCEDURE

If a formal grievance is received, written responses at all levels of the grievance procedure will first be reviewed with the Fire Chief.

STEP 1: Fire Chief

If the grievance is not resolved informally, the employee may submit the grievance in writing, to the Fire Chief, within five (5) working days of the informal response or if the involved individual fails to respond, within ten (10) days of the date the employee discusses the grievance with the immediate supervisor. The grievance shall set forth, in as much detail as possible, the nature of the grievance, the circumstances surrounding the incident, and shall specifically address the type and scope of corrective action requested. The involved employee shall have ten (10) working days from receipt to respond to the grievance.


STEP 2: Board Of Trustees

If the Fire Chief's response does not resolve the grievance or if the Fire Chief is a party to the grievance, the employee may appeal the decision, in writing, to the Board of Trustees within five (5) working days of completion of Step 1. The decision of the Board of Trustees shall be rendered within thirty (30) calendar days of receipt and shall be final.

ALTERNATIVE DISPUTE RESOLUTION (OPTIONAL)

Nothing in this policy precludes the employee and the employer from mutually agreeing to engage in alternative dispute resolution, including, but not limited to mediation, fact finding or binding arbitration. Should the Involved individuals agree to engage in alternative dispute resolution, any related costs shall be split equally between the parties.

800.00 CLASSIFICATION

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|---|---|---|--|
|  | Subject: | | |
| | Classification Policy | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> 8 | <i>Policy #</i> 800.10 | <i>Distribution</i> |
| <i>References:</i> | | | |

800.10 POLICY

A position is defined as the aggregate duties and responsibilities to be performed by an employee, as approved in the annual budget or through the budget amendment process. A position list shall be maintained for all District positions, excluding elected officials and positions covered by an individual employment agreement. Positions that are sufficiently similar as to duties and responsibilities shall be grouped together. Each position shall be designated by a position (job) title and defined by a position description.

800.15 Fire District Positions/Titles

The Fire District will employ both exempt and not exempt employees. Exempt positions will be the Fire Chief and Assistant Fire Chief and are identified in Addendum B.

The Fire District has the following non-exempt positions:

- 3 EMT-Paramedic/Firefighter Positions
- 3 EMT-Basic/Firefighter Positions
- 1 EMT-Basic/Firefighter Permanent Vacation Relief Position as defined in Article 9 B. of the CBA.
- 1 Administrative Assistant

The Hebgen Basin Board of Trustees may change or modify the staffing as they determine appropriate for the HBFD emergency response needs.

Pay rates established in the CBA will apply to the defined positions above.

800.20 RESPONSIBILITIES

1. The Fire Chief will notify the Board of Trustees of the intent to create new positions including grant funded positions. No new position will be filled before a position description is developed and the position is approved by the Board of Trustees. Prior to changing a position or assigning an employee significant responsibilities outside of their existing position, the Fire Chief will contact the Board of Trustees to coordinate: updating the position description; reviewing position when necessary; adjusting compensation, when necessary. Changes which

require budget adjustments or requests for enhancements will require the approval of the Fire Chief and Board of Trustees. All requests for position review must be based on changes in the existing position description, and not factors such as the amount of work performed or the competitiveness of the pay range assigned to the existing classification. If initiated by the employee the Fire Chief must concur with the request before submitting it formally to the Board of Trustees.


2. The Fire Chief shall have overall responsibility for coordinating personnel actions. Responsibilities shall include, but are not limited to: approving proposed position studies; conducting job analyses; determining job titles; developing and reviewing position descriptions; and assigning pay grades. The Board of Trustees shall review the request and position description. It shall be the sole responsibility of the Board of Trustees to approve the salary range of all positions.



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| Subject: | | |
| Closing | | |
| <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| <i>Chapter</i> 9 | <i>Policy #</i> 900.00 | <i>Distribution</i> |
| <i>References:</i> | | |


900.00 CLOSING

These policies shall be controlling unless they conflict with negotiated collective bargaining agreements or specific statute, which shall take precedence to the extent applicable.

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|---|---|---|--|
|  | Subject: | | |
| | Addendum A | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> Addendum | <i>Policy #</i> A | <i>Distribution</i> |
| <i>References:</i> | | | |


ADDENDUM A

Exempt from Personnel Policies in accordance with Section 100.00
Fire Chief


| | | | |
|---|---|---|--|
|  | Subject: | | |
| | Addendum B | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> Addendum | <i>Policy #</i> B | <i>Distribution</i> |
| <i>References:</i> | | | |

ADDENDUM B

F.L.S.A. Exempt Positions are the Fire Chief and Asst. Fire Chief

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|---|---|---|--|
|  | Subject: | | |
| | Addendum C | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> Addendum | <i>Policy #</i> C | <i>Distribution</i> |
| <i>References:</i> | | | |

ADDENDUM C
 District Drug & Alcohol Testing Policy

| | | | |
|---|---|---|--|
|  | Subject: | | |
| | Addendum D | | |
| | <i>Original Date:</i> 02/2014 | <i>Updated Adopted Date:</i> 2/2014 | <i>Next Review:</i> 12/31/2023 |
| | <i>Chapter</i> Addendum | <i>Policy #</i> D | <i>Distribution</i> |
| <i>References:</i> | | | |

Addendum D
Union Contract

Appendix A

The Hebgen Basin Fire Chief position is covered by an Employment Contract that may supersede certain portions of the Personnel Policies.

Appendix B

The Hebgen Basin Fire Chief and the Hebgen Basin Asst. Fire Chief are considered exempt employees as identified by the Fair Labor Standards Act.

APPENDIX D

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

HEBGEN BASIN FIRE DISTRICT

AND

LOCAL 4432 OF THE

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS

Addendum E

Non-Union Employee Pay Plan

| Position | Minimum | Midpoint | Maximum |
|---------------------|-----------------|-----------------|--------------|
| Fire Chief | \$ 75,000.00 | \$ 80,000.00 | \$85,000.00 |
| Asst. Fire Chief | \$ 70,000.00 | \$ 75,000.00 | \$ 80,000.00 |
| Admin. Clerk | \$ 28,000.00 | \$ 33,500.00 | \$ 39,000.00 |