

POLICY MANUAL

FOR THE CHARLESTON FIRE DISTRICT

Approved 5/15/2024

Resolution 24-002



*chris@charleston fire
district*

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Division 1: Management Policy

ARTICLE I: Purpose of the Fire District

SECTION 1. Charleston Rural Fire Protection District, hereafter called the CRFPD, is established in accordance with the laws of the State of Oregon, in order of priority:

- A. Fire protection services within the boundaries of the CRFPD
- B. Emergency medical and rescue service within the boundaries of the CRFPD.
- C. Emergency services to out-of-district organizations according to cooperative mutual aid agreements
- D. Emergency services requested by proper authorities
- E. Fire protection and emergency medical services to those who contract with CRFPD for the same.

ARTICLE II: Purpose of District Policy

SECTION 1. This policy provides for and assumes the businesslike operation of the CRFPD.

SECTION 2. The policy is not meant to be all inclusive of district rules, nor is the policy meant to negate Federal, State or local laws.

SECTION 3. Policy is developed with input from members of the district and adopted by the Board of Directors.

SECTION 4. Only the Board of Directors may amend the policies of the CRFPD. Board Members, District Personnel or residents of the District may propose an amendment of the District policy to the Board of Directors. Amendments must be read at the next board meeting and acted upon within three (3) months of the first presentation.

SECTION 5. Amendments to policy shall take effect upon adjournment of the meeting at which they are adopted unless otherwise specified.

SECTION 6. Policy shall be reviewed annually at the regular January meeting of the Board of Directors.

ARTICLE III: Organization and Method of Organization

SECTION 1. The Agency Shall Be Organized in the Following Manner:

- A. Board of Directors
- B. Fire Chief (contract)
- C. Assistant Chief (volunteer)
- D. Battalion Chief (volunteer)
- E. Captain (FTE & volunteer)
- F. Lieutenant (FTE & volunteer)
- G. Firefighter/Engineer (FTE)
- H. EMS Coordinator (PTE)
- I. Volunteer Firefighters & Support Services

SECTION 2. Method of Organizing

- A. Board members shall be elected at large by position number, by electors of the District. (ORS 478.221(2b))
- B. Vacancies shall be filled on the board pursuant to article IV, section 4.
- C. The Board of Directors shall hire the fire chief. (ORS 478.260)
- D. The Fire Chief with board approval shall hire all other employees.
- E. The Fire Chief shall select and appoint volunteer officers with input from staff.
- F. The Fire Chief shall select volunteers following guidelines in article VIII with input from staff.

ARTICLE IV: Qualifications and Authority of Board Members

SECTION 1. A CRFPD board member shall be an elector or property owner within the CRFPD. (ORS 478.050)

SECTION 2. No CRFPD employee or volunteer can serve on the CRFPD Board of directors. (ORS 478.050) and (CRFPD ORD. 103 passed in accordance with ORS 478.050)

SECTION 3. The five- (5) CRFPD Board of Directors are legally elected to four (4) year terms. Elections are held in odd numbered years, with two (2) positions being filled at one (1) election and three (3) positions being filled at the next election.

SECTION 4. In the event of a vacancy on the CRFPD Board of Directors, the Board shall advertise the position as vacant and allow reasonable time for all interested persons to submit a letter of interest for the position. At the first regular scheduled CRFPD board meeting after notice has been given and sufficient time for letters of interest to be reviewed, the board shall appoint from those individuals who submitted letters of interest. Applicants shall have to meet qualifications set by ORS 478.050. The period of service of a person appointed under this section shall expire on June 30 following the next regular district election, at which, the successor shall be elected to serve the remainder, if any, of the term for which appointment was made. If the term for which the appointment was made expires June 30 after the election of the successor, the successor shall be elected to a full term. In either case the successor shall take office July 1 next following the election. (ORS 198.320 (1) (2))

SECTION 5. The Board shall hear complaints about the District or Board of Directors at its regular meetings in open session. Complaints about individual members of the Fire District shall be in Executive session (ORS 192.660 et seq).

SECTION 6. Board members have no individual powers separate from the powers of the Board as a whole and have no authority to act individually without delegation of the authority from the Board. All official actions of the Board must be taken by public vote. The Board shall not be bound by any actions or statements on the part of any individual Board Member past or present.

SECTION 7. At the regular scheduled meeting in July the Board shall elect for a one- (1) year term:

- A. President
- B. Vice-president
- C. Secretary/Treasurer

SECTION 8. The Board of Directors of the CRFPD shall enact ordinances adopting fire codes, which are concurring with and in those cases where deemed appropriate, more restrictive than existing Federal, State or Local requirements ORS 478.910 through ORS 478.940, ORS 198.600 and/or other applicable Oregon revised statutes.

ARTICLE V: Responsibilities of the Board Members

SECTION 1. The Board is responsible for policymaking, not administration.

SECTION 2. It is the responsibility of the Board of Directors of the CRFPD to provide the necessary funds to select, outfit, train and maintain the best possible emergency services force including personnel, apparatus and equipment.

SECTION 3. Responsibilities of the Board are:

- A. Abide by and become familiar with all laws and policies governing the operation of the District.
- B. Approve all policies for the District and review annually.
- C. Approve all contracts for the District and review annually.
- D. Adopt ordinances and pass resolutions.
- E. Adopt an annual budget in accordance with ORS 294.
- F. Require reports by the Fire Chief concerning the conditions, efficiency and needs of the CRFPD.
- G. Approve the mutual aid agreement.
- H. Keep abreast of the needs of the District by evaluation of the total program, consultation with advisory groups and District employees.
- I. To approve job descriptions
- J. To approve wages and benefits for employees

SECTION 4. It is the responsibility of the Board of Directors to keep abreast of all current or future planning processes, activities and functions of organizations or parties inside or bordering the CRFPD boundaries, which may affect the Fire District in its operations or planning. Board members may be required to attend certain meetings with or in lieu of the Liaison Officer in order to obtain pertinent information. The District shall develop and maintain a long-range plan concurrent with other planning organizations with a minimum of a five-year range.

ARTICLE VI: Duties of President, Vice-President, Secretary/Treasurer

SECTION 1. Duties of the President

- A. The President shall preside at meetings of the Board of Directors.
- B. The President shall consult with the Fire Chief regarding the agenda and preparation of each Board meeting.
- C. The President shall call special meetings per Article IX, Section 3.
- D. The President shall call emergency meetings per Article IX, Section 4
- E. The President shall have the same right as other members of the Board, to discuss and vote on questions before the Board.
- F. The President shall sign official District documents on behalf of the Board when authorized to do so by a majority of the Board and after the Board at an open meeting has approved that document.
- G. The President shall create and appoint special committees subject to approval by the Board.

SECTION 2. Duties of the Vice-President

- A. In the absence of the President, the Vice-president shall have the powers and duties of the President.
- B. The Vice-president shall have such other powers and duties as approved by a majority vote of the Board from time to time.

SECTION 3. Duties of the Secretary/Treasurer

- A. The Secretary/Treasurer shall give the financial report at Board meetings.
- B. The Secretary/Treasurer shall sign official District documents when two (2) signatures are needed, on behalf of the Board; after the board at an open Board meeting has approved that document.

SECTION 4. Duties of other Board Members

- A. In the absence of the President and Vice-president, someone other than the Secretary/Treasurer shall preside over Board meetings with powers and duties of the President.
- B. Shall have the authority to sign checks.

ARTICLE VII: Meetings and Agenda

SECTION 1. Regularly scheduled board meetings shall be held on the third Wednesday of every month at 7:00 PM, at Barview Station #1 92342 Cape Arago Highway. All meetings of the Board of Directors and of Board appointed committees of the CRFPD shall comply with current Oregon revised statues (ORS 192.610 to 192.710). Regular meetings can be changed during a prior regular meeting.

SECTION 2. Notice of meetings of the Board of Directors and Board appointed committees of the CRFPD shall be submitted to a newspaper of general circulation.

SECTION 3. A Special Meeting may be called by the President or any three Board members at any time with at least 24 hours notice. The required twenty-four (24) hours special meeting notice shall be given to the public as outlined in section 8 of this article and the news media, if they have requested meeting notification, as per ORS 192.640 (3). Notice shall give reason for special meeting and no business shall be transacted other than posted purpose or purposes for the special meeting.

SECTION 4. Emergency meetings may be called by the President or any three (3) Board members. An emergency meeting may be called with less than twenty-four (24) hours notice. The President or Board members calling the meeting shall recite the reason at the beginning of the emergency meeting and reason shall be noted in the minutes justifying less than twenty-four (24) hours notice. Only business related directly to the emergency meeting shall be conducted at said emergency meeting (ORS 192.640 (3)).

SECTION 5. The Board of Directors is composed of five (5) members, whereby all meetings shall require the physical presence of a Board quorum, which is three (3), and all votes will require a majority of the total board, which is at least three (3). If only three (3) is present, a unanimous vote shall be required to take final action.

SECTION 6. Voting at Board meetings

- A. A Board member may explain for the record, when voting on an issue, a statement indicating either the reason for their vote or abstention.
- B. In the event of a potential conflict of interest, a member of the Board shall declare such conflict but may participate in discussion and vote. In the event any member of the board has had any ex parte contact in a quasi-judicial matter, the member shall declare such contact prior to participating in discussion on the matter.
- C. Votes shall be recorded. Any member may request that his or her vote be changed, if such request is made prior to consideration of the next order of business.

SECTION 7. Recommended agenda for meeting:

1. Call to order/flag salute
2. Roll Call
3. Approval of the Consent Agenda
4. Reports: Financial, administrative and committees
5. Old business
6. New Business
7. Good of the Order
8. Adjournment

SECTION 8. Notice of the meeting agenda shall be posted in at least four (4) of the following places: CRFPD Barview Station #1, Dairy Queen, Barview Market, Englund Marine, Davey Jones Locker, Old General Store and Charleston Post Office.

SECTION 9. Robert's Rules of Order in Plain English, shall govern the conduct and parliamentary proceedings of the meetings, unless otherwise provided for in Board Policy and/or rules inconsistent with the laws of the State of Oregon.

ARTICLE VIII: Outside District Operations

SECTION 1. The CRFPD, via its authorized personnel, may under certain circumstances respond to emergencies outside the boundaries of the CRFPD

- A. Responses outside the District boundaries shall be in conformance with Oregon revised statutes. (ORS 478.310)
- B. Responses to emergencies outside the District boundaries shall be initiated by either
 - a. An approved requesting agency
 1. See mutual aid agreement for agencies
 2. Private individuals within three (3) miles of District boundaries
- C. All responses to emergencies shall depend on
 - a. Availability of manpower and equipment
 - b. Use of mutual aid
 - c. Adequate protection remaining within district boundaries
 - d. A severe life threatening situation exists
 - e. Shall be a definite secondary consideration to the protection of the CRFPD.
- D. Authorized fire/emergency contracts shall not exceed three (3) miles outside the CRFPD boundaries
 - a. The District Administration shall attempt to inform outside District residents and/or property owners of the three (3) mile policy and the method gaining appropriate protection.
- E. Contract fees shall be negotiated with the CRFPD Board of Directors in the following manner.
 - a. Fee per service
 1. There will be an annual fee for administering fee contracts
 2. A minimum response fee will be charged for all responses
 3. Fees will be set for each individual piece of apparatus responding
 4. Fees will be set for individual manpower responding
 - b. Assessed Value Contract
 1. Contract shall be figured by using the current assessed value of the property, multiplied by the current rate per thousand as set for properties within the CRFPD.
- F. Mutual Aid Agreements shall be drafted, submitted and upon Board approval enacted. Such agreements may include all types of emergency services, primarily all organizations charged with fire protection either inside or outside the CRFPD boundaries. Other mutual assistance agreements may be developed consistent with applicable ORS's. Any and all agreements shall be reviewed and updated as necessary by Board action.

ARTICLE IX: Public and Medical Records Retention and Management

SECTION 1. The CRFPD, as a set forth by Oregon law, sets this policy for recovering costs of obtaining or reviewing public records.

- A. SPECIFICITY OF REQUEST: In order to facilitate the public's access to records in the District's possession, and to avoid unnecessary expenditures of staff time, persons requesting access to public records for inspection or copying shall submit written requests for copies of public records and shall specify the records requested with particularity, furnishing the dates, subject matter and other details as may be necessary to enable District personnel to readily locate the records sought.

- B. Public Records requests may be addressed to Michael Sneddon, Fire Chief at 92342 Cape Arago Highway, Coos Bay, OR, 97420.
- C. The District shall permit inspection and examination of its non-exempt public records during regular business hours in the District's offices, or such other locations as the Chief shall reasonably designate. Copies of non-exempt public records maintained in machine-readable format shall be furnished, if available, in the form requested. If not available in the form requested, such records shall be made available in the form in which they are maintained, per ORS 192.440(2).
- D. The District is not obligated to provide records to the public that are exempt under Oregon Law.
- E. All requests for public records must be made during normal working hours.
- F. The District will provide initial response to a request for public records within 5 (five) business days of receipt of the request by:
 - (a) providing the requested records; or
 - (b) by acknowledging the request and stating that the District is not the custodian of the requested records; or
 - (c) by acknowledging the request and stating that the District is uncertain whether the District is the custodian of the requested records; or
 - (d) by requesting additional information, or
 - (e) by acknowledging the request, and providing a time estimate for completion of the request.
- G. The District shall complete the response to a public records request within fifteen business days of receipt of the request unless completion is impracticable within that time period, or unless the District provides written notice to the requestor that they are still processing the request with an estimated date of expected completion. Compliance is impracticable in the following situations:
 - (a) staff is unavailable due to scheduling or leave; or
 - (b) if completing the request within the time frame would impede the District's ability to perform other services; or
 - (c) if there are too many requests submitted in the same time period for the District to address.
- H. A request is completed when:
 - (a) the District provides access to or copies of the non-exempt records requested; and/or
 - (b) the District provides written statement that District is not the custodian of the requested record; and/or
 - (c) the District states that state or federal law prohibits the public body from acknowledging whether any requested record exists; and
 - (d) the District asserts any applicable exemptions with information on how to appeal.
- I. If the District requires additional information to complete the request, the District shall request that information. The District will not be obligated to proceed with the records request until the additional information is provided. If the District requests additional information and receives no response after sixty (60) days, the District may close the request.

- J. If the reasonable cost of providing the requested records exceeds \$25.00, the District will notify the requestor in writing of the estimated cost, and request confirmation that requestor wishes to proceed. The District will not pursue responding to the request further if the requestor does not pay the fee and confirm that they wish to proceed within sixty (60) days of the District's request for confirmation.
- K. The Fee Schedule for a Public Records Request shall be as follows:
 - (a) Copies of documents shall be \$.25 (twenty five cents) per page for letter size copies and \$.30 (thirty cents) per page for legal size copies.
 - (b) Copies of records provided in other than paper format shall be \$10.00 per CD, USB Drive, or other physical transfer medium, plus the cost for staff time as provided in section K(c) herein.
 - (c) If a request for records of the CRFPD requires personnel to spend fifteen (15) minutes or more searching or reviewing records prior to their release or copying, the minimum fee shall be \$20.00 (twenty dollars) per hour per staff individual involved, with a minimum of one-quarter hour charge. The total time to be spent shall be estimated by the person providing the materials, and the fee shall be paid prior to the actual search and copying. If the amount of time involved is less than estimated, the excess money shall be refunded to the individual. If the actual cost is in excess, the individual shall pay the difference at the time the documents are obtained.
- L. The district may furnish copies without charge or at a substantially reduced fee if the District determines that the waiver or reduction of fees is in the public interest because making the record available primarily benefits the general public.
- M. There shall be no extra fee to cover the cost of providing records in an alternate print form for individuals with a disability.
- N. If a request is of such magnitude and nature that compliance would disrupt the agency's normal operation, separate arrangements will need to be made prior to such a release of records in accordance with advice from legal counsel.
- O. At no time shall an original record of the District be removed from the District files or from the place of regular record retention. Original District records shall not be reviewed unless District personnel are available to oversee that review. The charge for District personnel time for monitoring shall be as set forth above.

P. Initial Response to Public Record Request Worksheet

This notice is provided within 5 business days of a request for Public Records received by the Charleston Fire District on _____, submitted by:

(Date)

_____ Requestor name

_____ Requestor address

_____ Requestor phone

_____ Requestor email

1. The District is in receipt of your request.

2. The District has determined that the following checked off statements apply to your request.

- a. _____ The requested records are enclosed.
- b. _____ The District believes that it will take _____ business days to complete your request.
- c. _____ The District is not the custodian of some or all of the records requested. Please see attached for details.
- d. _____ The District is uncertain at this time whether the District is the custodian of the requested record, and will continue to research. The District will follow up with requestor within the next ten business days.
- e. _____ The District requires more information to respond to this request. Please see attached for details and provide the information requested. If the District does not receive a response within sixty (60) days, the District will close this request.
- f. _____ Reasonable cost of completing the request will be more than \$25.00. The District estimates the cost of fulfilling this request will be \$_____. Please confirm that you wish to proceed with the request and pay the estimated amount. Any overage will be returned to you upon completion of the request. If we do not receive payment and confirmation in sixty (60) days, the District will close this request.

3. Detail

Q. 15 day response or completion worksheet

This notice is provided within 15 business days of a request for Public Records received by the Charleston Fire District on _____, submitted by:

(Date)

Requestor name

Requestor address

Requestor phone

Requestor email

1. The District has determined that the following checked off statements apply to your request. If you wish to appeal the District's determination, you may seek review under ORS 192.450, 192.460, 192.465, 192.470, 192.480 and 192.490.

- a. _____ The requested records are enclosed.
- b. _____ The District is not finished processing your request. The District estimates that it will take _____ business days to complete your request.
- c. _____ The District is not the custodian of some or all of the records requested. Please see attached for details.
- d. _____ The District is prohibited by state or federal law from acknowledging the existence of requested record(s).
- e. _____ Some or all of the records requested are exempt. See attached detail.
- f. _____ The District requires more information to respond to this request. Please see attached for details and provide the information requested. If the District does not receive a response within sixty (60) days, the District will close this request.
- g. _____ Reasonable cost of completing the request will be more than \$25.00. The District estimates the cost of fulfilling this request will be \$_____. Please confirm that you wish to proceed with the request and pay the estimated amount. Any overage will be returned to you upon completion of the request. If we do not receive payment and confirmation in sixty (60) days, the District will close this request.

3. Detail

SECTION 2. The CRFPD, Medical Records Administration and rules for obtaining medical records.

- A. Scope: This policy covers the district mandates to protect the privacy of our customer's medical information compiled during EMS operations.
- B. Purpose: Confidentiality of medical records is a prime concern to the fire district. This policy identifies the means in which the district protects this sensitive information:
- C. Definitions:
 1. EMS Worksheet: The staff of the fire district developed this form (it is used to document patient information while on scene and is not intended to be a medical record).
 2. Pre-Hospital Care Form: The form used shall be a digital form as provided by the contracted records management program.
 3. Information Form: The District staff has developed this form (with input from Bay Cities Ambulance management) which is an integral part of the Pre-hospital report form (it is used to convey information to patients who decide not to be transported by ambulance to the hospital). The information on the form is designed to assist the patient in making an informed decision. A copy of this form is signed by the patient, becomes part of the patient's medical record and is scanned into the digital record for the alarm.
 4. Medical Records: The Pre-hospital Care Form shall be considered medical records.
- D. General standards:
 1. District personnel shall not share a patient's medical information with any party, which has no professional medical need to know. This standard includes both written and non-written (verbal) communication.
 2. The district's medical records shall be stored by digital copy, for a minimum of 10 years.
 3. The File Clerk is designated as the district's medical record keeper. The EMS Coordinator is designated as the district's medical record reviewer. The medical record keeper is responsible for the filing and managing of such medical records. The medical record reviewer is responsible to review such medical records and ensure they are properly completed before final filing.
 4. The district's medical records shall be stored on a secure server off site. The Senior staff shall only have access to these records.
 5. After completing a call the district member who is responsible for writing that chart, will return to the Barview station where they will complete the medical chart. Upon completion of the chart during business hours the finished chart will be placed in the designated locked box.
 6. The medical records keeper may designate other district members to assist with tasks involving medical records, such as delivering documents to the main station, and assurance issues.
- E. EMS Worksheet:
 1. A copy of this form is designed to be given to the transport provider to assist them in completing a patient care form. The other copy is used in house for completing the district's pre-hospital care form.
 2. The EMS Worksheet is not intended to be a medical record and shall be destroyed after use. The only acceptable means of destroying these documents is by shredding. Members shall attach this form to the alarm documents for proper review and disposal.

F. Pre-Hospital Care Form:

1. The Pre-Hospital form documents care rendered to patients or potential patients by district members.
2. The minimum certification required for a member to be eligible to complete a Pre-Hospital Care Form is the First Responder Certification. The person required to complete this form is the highest certified person involved in directing or participating in direct patient care. The incident commander will be responsible for seeing that all reporting procedures are completed within a timely manner.
3. A Pre-Hospital Care Form shall be completed any time one or more of the following apply.
4. A district member performed an exam on a patient or potential patient.
5. Treatment was performed by a district member. This includes but is not limited to the following: Administration of medication, O₂ administration, C-spine stabilization, Pulse oximetry, ECG, initiation of intravenous access, spinal immobilization, vital signs, etc.
6. Any time a district member arrives on scene with a patient prior to the arrival of the transport provider.
7. If a patient or potential patient present and none of the 4.3 criteria apply and no Pre-Hospital care form is completed, then the member responsible for the non-fire report shall document that no Pre-Hospital Care Form was completed. The reason for non-completion must also be stated on the non-fire report form (example; no Pre-Hospital Care Form completed due to no patient contact etc).

G. Information Form:

1. The Pre-Hospital Care Form is the information form for the Charleston Fire District and becomes part of the patient's medical record.

H. Release of Medical Records:

1. The records officer shall keep a log containing information relating to all requests for medical records and will upload that information into the digital alarm report.
2. Information shall consist of:
 - a. Full name
 - b. Address
 - c. Phone #
 - d. Legal access used to obtain record (Patient, power of attorney, court order etc.)
 - e. Date of release
 - f. Alarm information (date & number)
3. Patients shall have access to their own medical records the district shall provide copies of these records at no charge provided the patient has come to us in person and has photo identification verifying they are the patient. This identification shall be photo copied and a copy of it along with a dated explanation of what was released shall be attached to the original medical record on file.
4. Individuals holding "Power of Attorney" for a patient shall have access to the patient's medical records. The district shall provide copies of these records at no charge provided the individual with the "Power of Attorney" has come to us in person and has photo identification verifying they are the correct person. This identification shall be photo copied and a copy of it along with a dated explanation of the medical record release and a copy of the "Power of Attorney" document shall be attached to the original medical record file.

5. Medical records may be mailed if the district receives a document to release medical information signed by the patient and notarized by a notary public verifying it is the patient that signed the release of medical information form. This form shall be attached to the original medical record and filed. There may be a charge for mailing medical records.
6. Medical records may be mailed if the district receives a document to release medical information signed by an individual with "Power of Attorney" for the patient and notarized by a notary public verifying it is the correct person that signed the release of information form. The release of medical record form and a copy of the "Power of Attorney" shall be attached to the original medical record and filed. There may be a charge for mailing medical records.

SECTION 3: Billing for Services

The District recognizes that there is a need for the District to respond to emergency incidents, which are either in unprotected areas, or on a transportation route. Often these calls for service involve persons and/or property who are not providing any revenue to support the availability of the service being used at the time of the emergency. It is the policy of the District to make a reasonable effort to recover all emergency response costs associated with the request for assistance, as authorized under ORS 478.300 and ORS 478.310.

A. Scope: This policy sets forth the billing procedures and fee schedule for billing of unprotected areas and motor vehicle accidents.

B. Definitions

1. Unprotected area - an area outside the boundaries of this fire district and not within the boundary of another public or private fire district or under contract for service from the Fire District.
2. Transportation route - any roadway, waterway, railroad right-of-way or airplane route against which no taxes or assessments for fire protection are levied by this fire district.

C. Billing for services shall be in compliance with the following:

1. All costs associated for apparatus shall be billed at a rate in compliance with the standardized cost schedule established by the Oregon Fire Service Mobilization Plan as identified in Oregon Administrative Rules, Chapter 837-130-0020.
2. Personnel costs will be charged on an hourly basis as follows:

Career Staff	\$50.00
Firefighters (Volunteer)	\$20.00

3. ADDITIONAL CHARGES

- a. All costs incurred as a result of the District utilizing another governmental agency for the efficient mitigation of the emergency will be passed on directly to the person(s) receiving the service. An example of this condition may be costs associated with calling the Hazardous Materials Team or the rope rescue team from the City of Coos Bay.
 - b. Special services will be charged on an hourly or flat fee basis depending on the service.

Dispatch Fee:	\$ 15.00 flat fee
Extrication fee: Use of Extrication tools	\$ 250.00 flat fee
Special Rescue: Low/High Angle Rescue:	\$ 75.00 per hour plus personnel costs
Structure fire response fee	\$ 500.00 flat fee
 - c. All materials and supplies used for the benefit of those persons receiving service will be billed directly to those individuals. The only exception will be whenever materials and supplies are exchanged with the ambulance provider.
 - d. Charleston RFPD will affix a \$250.00 minimum preparedness and response cost to all incidents where a liable party is responsible for said action.
 - e. Charleston RFPD will bill the listed homeowners and/or Renters insurance a \$500 cost recovery fee for all structure fires within the Charleston RFPD response area.
4. All additional costs associated with the provision of services, not identified by the standardized cost schedule referenced above shall be billed in accordance with this Policy.
 5. Materials and Supplies costs will be charged at the cost of replacement of those materials.
 6. The bill for service shall be sent (a) in the case of fire suppression service rendered in an unprotected area, to the owner of the property involved in such fire, or the property owner's designated agent; and (b) when the District responds to a call for assistance arising from an incident on a transportation route within the District or a public safety incident in an unprotected area, to the person or property receiving the direct fire or safety services as a result of the incident, or to the designated agent. The bill for service, in the case of fire suppression service provided to an unprotected area, will be submitted to the property owner or designated agent on Fire District forms.
 7. Whenever there is more than one party involved in the incident, the bill shall be divided equally among all parties.
 8. Persons who reside within the fire district boundary, contract with the Fire District for service or pay taxes to the District shall not be billed for any services received.
 9. Whenever there is an incident that involves persons who are taxpayers and those who are not, the latter shall be billed an equitable percentage of the total service fee.

D. BILLING PROCEDURE

1. Personnel at the scene will strive to obtain vital information relating to the name, residential address, mailing address if other than residential, and the name of the insurance provider(s) of all persons involved in the incident. District Staff will utilize the EF Recovery App to obtain the information required for the EMS Coordinator to file a cost recovery claim through EF Recovery
2. Whenever this information is unobtainable due to the circumstances of the incident, the District will contact the billing department of the ambulance provider to gain necessary information.
3. The District will endeavor to send all bills within thirty (30) days of providing service. If arrangements for payment are not made within ninety (90) days, the bill will be considered delinquent and the District will proceed with collection, as they deem appropriate, on a case-by-case basis.
4. The following matrix will be used for determining cost recovery eligibility

Motor Vehicle Crashes	Residents	Non-Residents
1) Bill Insurance	Yes	Yes
2) If denied <i>or</i> no insurance or if unpaid, close claim	Yes	No
2) If denied <i>or</i> no insurance, bill Liable Party	No	Yes
3) If unpaid, send to collections	No	Yes
Rescue Operations		
1) Bill Insurance	Yes	Yes
2) If denied <i>or</i> no insurance or if unpaid, close claim	Yes	No
3) If denied <i>or</i> no insurance, bill Liable Party	No	Yes
4) If unpaid, send to collections	No	Yes
Structure Fires (\$500 fee)		
1) Bill Insurance	Yes	N/A
2) If denied <i>or</i> no insurance or if unpaid, close claim	Yes	N/A
Preparedness Fee All incidents Billed	No	Yes
1) \$250.00 Minimum Preparedness Fee	No	Yes

SECTION 4: EXHIBIT A

A. OREGON STATE FIRE MARSHAL’S COST RECOVERY SCHEDULE OAR 837-130-0020

1. All costs for apparatus and response will be billed under the current Oregon Fire Service Mobilization Plan.

ARTICLE X: Reimbursement Guidelines

SECTION 1. All board members, employees and volunteers can reasonably expect to receive reimbursement for authorized travel, lodging, meals, registration, tuition and other related expenses for schooling, training, conferences and meetings representing the CRFPD. No reimbursement shall be given for a meal eaten away from a conference that is furnished as a part of a conference and the District has paid for.

SECTION 2. The fire chief shall authorize schooling, training and conferences, including related expenses for employees and volunteers.

SECTION 3. Travel and per diem rates shall not exceed the standardized per diem rates permitted to employees of the State of Oregon, with the exception of lodging.

SECTION 4. Any Board Member, employee or volunteer who is accompanied by a spouse or guest shall pay any excess costs of registration, lodging or meals which attributable to such spouse or guest.

SECTION 5. Board Members, district employees and volunteers are expected to use good judgment regarding the expenditure of district funds for travel expenses.

ARTICLE XI Public Contracting and Purchasing

SECTION 1. All lease-purchase programs, all district loan requests, all expenditures exceeding ten thousand dollars (\$10000.00), and all sales of district equipment shall require prior board approval.

SECTION 2. All normally non-expendable items such as trucks, tools, certain clothing items, computers, copy machines and other emergency operating or departmental equipment, land, building, etc., that exceeds ten thousand dollars (\$10,000.00) in true cash value, shall be deemed "capital expenditures."

SECTION 3. Public Contracts

A. **Short Title.** The provisions of Resolution and all rules adopted under this Resolution may be cited as the Charleston Rural Fire Protection District's Public Contracting Regulations.

B. **Purpose of Public Contracting Regulations.** It is the policy of the Charleston Rural Fire Protection District in adopting the Public Contracting Regulations to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:

- (1) Promoting impartial and open competition;
- (2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
- (3) Taking full advantage of evolving procurement methods that suit the contracting needs of the Charleston Rural Fire Protection District as they emerge within various industries.

C. **Interpretation of Public Contracting Rules.** In furtherance of the purpose of the objectives set forth in subsection B, it is the Charleston Rural Fire Protection District's intent that the Charleston Rural Fire Protection District Public Contracting Regulations be interpreted to authorize the full use of all contracting powers and authorities described in ORS Chapters 279A, 279B and 279C.

SECTION 4. Application of Public Contracting Regulations

In accordance with ORS 279A.025, the Charleston Rural Fire Protection District's public contracting regulations and the Oregon Public Contracting Code do not apply to the following classes of contracts. Local Public Contracting Rules Page 1

- A. **Between Governments.** Contracts between the Charleston Rural Fire Protection District and a public body or agency of the State of Oregon or its political subdivisions, or between the Charleston Rural Fire Protection District and an agency of the federal government.
- B. **Grants.** A grant contract is an agreement under which the Charleston Rural Fire Protection District is either a grantee or a grantor of moneys, property or other assistance, including loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets, for the purpose of supporting or stimulating a program or activity of the grantee and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the grant conditions. Associated with Local Public Contracting Rules Page 2.

The making or receiving of a grant is not a public contract subject to the Oregon Public Contracting Code; however, any grant made by Charleston Rural Fire Protection District for the purpose of constructing a public improvement or public works project shall impose conditions on the grantee that ensure that expenditures of the grant to design or construct the public improvement or public works project are made in accordance with the Oregon Public Contracting Code and these regulations.

- C. **Legal Witnesses and Consultants.** Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the Charleston Rural Fire Protection District is or may become interested.
- D. **Real Property.** Acquisitions or disposals of real property or interests in real property.
- E. **Oregon Corrections Enterprises.** Procurements from an Oregon corrections enterprises program.
- F. **Finance.** Contracts, agreements or other documents entered into, issued or established in connection with:
 - (1) The incurring of debt by the Charleston Rural Fire Protection District, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
 - (2) The making of program loans and similar extensions or advances of funds, aid or assistance by the Charleston Rural Fire Protection District to a public or private Person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
 - (3) The investment of funds by the Charleston Rural Fire Protection District as authorized by law, or

(4) Banking, money management or other predominantly financial transactions of the Charleston Rural Fire Protection District that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon findings.

G. **Exempt Under State Laws.** Any other public contracting specifically exempted from the Oregon Public Contracting Code by another provision of law.

H. **Federal Law.** Except as otherwise expressly provided in ORS 279C.800 to 279C.870, applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or these regulations, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or these regulations.

SECTION 5. **Competitive Bids; Exemptions**

A. No bids, either formal or informal, are required for District purchases less than \$25,000.00.

B. For District purchases between \$25,000.00 and \$75,000.00 approval to make the purchase shall be required from the Board prior to the purchase with competitive quotes.

C. For District purchases between \$75,000.00 and \$75,000.00 and with prior board approval the Fire Chief shall obtain no less than three (3) informal bids. An informal bid is defined as ascertaining by correspondence, telephone calls or direct contact, a reliable vendor's quote for the service or item involved. The Fire Chief shall tabulate the informal bids and submit them to the Board for action. The Fire Chief as required by Oregon Law shall maintain all records of informal bids. Note: adoption of the budget indicates approval to seek bids for items budgeted.

D. **Mandatory Review of Rules.** Whenever the Oregon State Legislative Assembly enacts laws that cause the attorney general to modify its Model Rules, the District shall review the Public Contracting. Regulations, other than the Model Rules, and recommend any modifications.

SECTION 6. **Public Contracts – Definitions.** The following terms used in these regulations shall have the meanings set forth below.

Award means the selection of a person to provide goods, services or public improvements under a public contract. The award of a contract is not binding on the Charleston Rural Fire Protection District until the contract is executed and delivered by the Charleston Rural Fire Protection District.

Bid means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

Contract Price means the total amount paid or to be paid under a contract, including any approved alternates, and any fully executed change orders or amendments.

Contract Review Board or Local Contract Review Board means the Charleston Rural Fire Protection District.

Cooperative Procurement means a procurement conducted by or on behalf of one or more contracting agencies.

Disposal means any arrangement for the transfer of property by the Charleston Rural Fire Protection District under which the Charleston Rural Fire Protection District relinquishes ownership.

Emergency means circumstances that create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

Energy Savings Performance Contract means a contract with a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.

Findings are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations, value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability, performance and funding sources.

Goods means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.

Informal Solicitation means a solicitation made in accordance with the Charleston Rural Fire Protection District's Public Contracting Regulations to a limited number of potential contractors, in which the District attempts to obtain at least three written quotes or proposals.

Invitation to Bid means a publicly advertised request for competitive sealed bids.

Model Rules means the public contracting rules adopted by the Attorney General under ORS 279A.065.

Offeror means a person who submits a bid, quote or proposal to enter into a public contract with the Charleston Rural Fire Protection District.

Oregon Public Contracting Code means ORS chapters 279A, 279B and 279C.

Person means a natural person or any other private or governmental entity, having the legal capacity to enter into a binding contract.

Proposal means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A Proposal may be made in response to a request for proposals or under an informal solicitation.

Personal Services Contract means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers. The District shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

Public Improvement means a project for construction, reconstruction or major renovation on real property by or for the Charleston Rural Fire Protection District. "Public improvement" does not include:

- (1) Projects for which no funds of the Charleston Rural Fire Protection District are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
- (2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

Qualified Pool means a pool of vendors who are pre-qualified to compete for the award of contracts for certain types of contracts or to provide certain types of services.

Quote means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

Request for Proposals means a publicly advertised request for sealed competitive proposals.

Services means and includes all types of services (including construction labor) other than personal services.

Surplus Property means personal property owned by the Charleston Rural Fire Protection District which is no longer needed for use by the department to which such property has been assigned.

SECTION 7. **Public Contracts - Classes of Contracts.**

A. **Personal Services Contracts.**

- (1) **Any Personal Services Contract.** Personal services contracts in any amount may be awarded under a publicly advertised request for competitive sealed proposals.
- (2) **Personal Service Contracts Not Exceeding \$25,000.** Contracts for personal services for which the estimated contract price does not exceed \$25,000 may be awarded using an informal solicitation for proposals.

B. Contracts Subject to Award at District's Discretion. The following classes of contracts may be awarded in any manner which the District deems appropriate to the Charleston Rural Fire Protection District's needs, including by direct appointment or purchase. Except where otherwise provided the District shall make a record of the method of award.

- (1) **Advertising.** Contracts for the placing of notice or advertisements in any medium.
- (2) **Amendments.** Contract amendments shall not be considered to be separate contracts if made in accordance with the Public Contracting Regulations.
- (3) **Equipment Repair.** Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
- (4) **Government Regulated Items.** Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
- (5) **Insurance.** Insurance and service contracts as provided for under ORS 414.115, 414.125, 414.135 and 414.145.
- (6) **Non-Owned Property.** Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the Charleston Rural Fire Protection District.
- (7) **Sole Source Contracts.** Contracts for goods or services which are available from a single source may be awarded without competition.
- (8) **Sponsor Agreements.** Sponsorship agreements, under which the Charleston Rural Fire Protection District receives a gift or donation in exchange for recognition of the donor.
- (9) **Structures.** Contracts for the disposal of structures located on Charleston Rural Fire Protection District-owned property.
- (10) **Renewals.** Contracts that are being renewed in accordance with their terms are not considered to be newly issued Contracts and are not subject to competitive procurement procedures.
- (11) **Temporary Extensions or Renewals.** Contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
- (12) **Utilities.** Contracts for the purchase of power, heat, water, telecommunications services, and other utilities.

C. **Contracts Required by Emergency Circumstances.**

- (1) **In General.** When the Charleston Rural Fire Protection District determines that immediate execution of a contract within the Charleston Rural Fire Protection District's authority is necessary to prevent substantial damage or injury to persons or property, the District may execute the contract without competitive selection and award or District approval, but, where time permits, the District shall attempt to use competitive price and quality evaluation before selecting an emergency contractor.
- (2) **Reporting.** The Charleston Rural Fire Protection District shall, as soon as possible, in light of the emergency circumstances, (1) document the nature of the emergency; the method used for selection of the particular contractor and the reason why the selection method was deemed in the best interest of the Charleston Rural Fire Protection District and the public.
- (3) **Emergency Public Improvement Contracts.** A public improvement contract may only be awarded under emergency circumstances if the Charleston Rural Fire Protection District has made a written declaration of emergency. Any Public Improvement Contract award under emergency conditions must be awarded within 60 Days following the declaration of an emergency unless the Charleston Rural Fire Protection District grants an extension of the emergency period. Where the time delay needed to obtain a payment or performance bond for the contract could result in injury or substantial property damage, the Charleston Rural Fire Protection District may waive the requirement for all or a portion of required performance and payment bonds.

D. **Cooperative Procurement Contracts.** Cooperative procurements may be made without competitive solicitation as provided in the Oregon Public Contracting Code.

E. **Surplus Property.**

- (1) **General Methods.** Surplus property may be disposed of by any of the following methods upon a determination by the District that the method of disposal is in the best interest of the Charleston Rural Fire Protection District. Factors that may be considered by the District include costs of sale, administrative costs, and public benefits to the Charleston Rural Fire Protection District. The District shall maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property was transferred.
 - (a) **Governments.** Without competition, by transfer or sale to another Charleston Rural Fire Protection District department or public agency.
 - (b) **Auction.** By publicly advertised auction to the highest bidder.
 - (c) **Bids.** By public advertised invitation to bid.
- (2) **Disposal of Property with Minimal Value.** Surplus property which has a value of less than \$1,000, or for which the costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost-effective, including by disposal as waste. The official making the disposal shall make a record of the value of the item and the manner of disposal.

ARTICLE XII Payroll & Funds Dispersals

SECTION 1 Accounts Payable Approvals Electronic Funds Transmission & inter-account funds transfers

Regular time: Since the amount for regular time for all full time employees remains constant each pay period this amount will be paid immediately following the pay period worked. Changes in that amount will be provided to the CPA firm at least two weeks in advance after Board approval or when required by employment or wage and benefit agreements.

Part-time employees: Time sheets are to be turned in the last day worked in each pay period

Overtime paid: Overtime worked during the first pay period will be paid with the next paycheck, overtime worked during the second pay period will be paid with the first paycheck of the next month. Example: 6 hours of overtime worked between October 1 and October 15 will be included on the pay check paid October 31.

Payroll schedule:

1. Each employee is to have timesheets completed and emailed to the Chief no later than the 3rd day after the end of each pay period.
2. Chief reviews time sheets for correct times and calculations & emails to CPA firm for payroll processing no later than 5 days after the end of each pay period.
3. CPA firm processes payroll reports, disbursements and taxes.
4. CPA firm to email payroll amounts to the Chief at chief.mick@charlestonfire.net no later than (four) 4 days before corresponding payday for online processing.
5. Upon receipt the Chief or his designee is to program payroll payments online as required for direct deposit on the required payday. (It is the intention that payroll be deposited in each employees account on or before the day of each pay period).
6. Upon input into the online system the Chief is to send copies of the confirmation of payments to the CPA firm via their chosen email.
7. The Chief is to then print all documentation and file in the correct locations in the payroll file folder.

Additional Payroll included in Division 2 Personnel Policy Article XII

Transfer Schedule:

2. Whenever transfers between District accounts are required, the Chief shall initiate those transfers via online or telephone.
3. After completion of the transfer a copy of the corresponding transfer report form will be either faxed or e-mailed to the designated CPA firm for notation in the proper account register and if it is a transfer from the LGIP to the designated local bank account a copy of the transfer form is sent to the designated local bank.

SECTION 2 Accounts Payable Approvals Checking

Accounts payable is defined as funds owed to individuals (other than payroll amounts), and businesses for services provided or items purchased for use by the Fire District.

Payables schedule:

1. Upon completion of service or receipt of item purchased the invoice is to be coded by budget line item and clarification of the service or item/s purchased noted on the invoice or attached if notations are not clear or are in code. (Example: Wal-Mart invoice says grocery item, write our specific item such as sponges for dishwashing)
2. Upon completion the invoice is placed in the correct file folder in the Chief's desk for final review and payment
3. prior to the 10th of each month the Chief or his/her designee reviews and ensures proper coding of each invoice and statement and delivers to the designated CPA firm for review and issuing of checks
4. Designated CPA firm updates the check register, vendor distribution and General Ledger
5. Designated CPA firm provides checks, invoices and unofficial check register to Chief within 2 business days of receipt.
6. Chief to obtain two signatures from Board Members on each check
7. Chief or his/her designee to mail each payment with required supporting documentation as requested by each vendor or individual.
8. Chief or his/her designee to attach check stub to each invoice or payment request form and file in the file folder for that month in order of check number, Volunteer reimbursement check stubs to be attached to the reimbursement schedule for that month and filed in the Volunteer reimbursement file folder for the corresponding fiscal year.
9. Designated CPA firm provides a statement of Revenue & Expense, Official Check Register of all accounts, Vendor Distribution report and General Ledger to the Fire Chief no less than 4 business days prior to each Regular Board meeting for review by the Fire Chief and the Board of Directors
10. Copies of all reports listed in Section 9 to be kept by both the District Office and the CPA firm.

ARTICLE XIII Use of Fire Hydrants and Fees for Usage

SECTION 1 A fee shall be levied for use of fire district owned hydrants and shall be established by the CRFPD Board of Directors by resolution and reviewed annually. The amount may change from year to year depending on several factors, such as; the associated costs, the number of hydrants, etc. A set fee shall be established per month, per connection. Extended connections shall be renewed on a monthly basis. A contract for usage shall be signed by the district and the contractor (user), and shall include; proof of insurance by contractor, agreement to repay any and all damage and/or replacement by contractor.

ARTICLE XIV Boat Fires

SECTION 1 All marine vessels in or on South Slough, Joe Ney Slough or Coos Bay are deemed to be outside the jurisdiction and responsibility of the CRFPD, except when under a mutual aid contract, or when direct payment is made for such vessel. Direct payment shall be construed as the mutually agreed upon amount, payable to the CRFPD, while such vessel is moored at a dock under the protection of the CRFPD.

ARTICLE XV Recognition

SECTION 1 The Board of Directors may recognize any member of the fire district and any civilian personnel who has performed any act of outstanding service on behalf of the district or rendered a life saving service to any citizen, any fire district personnel who perform in an exemplary manner in the achievement of higher levels of education or skills, or any retiring board member who has performed appropriate service to the district may also be recognized.

ARTICLE XVI CONDUCT WHILE ON PREMISES

SECTION 1 All personnel, Board Members & Visitors who are on the premises of District owned property shall comply with the following:

- A. Behave in a manner, which is consistent with the goals and objectives of a fire district.
 1. Be prepared to respond to an alarm.
 2. Keep all emergency response areas clear of any projects.
 3. Do not allow any damage to occur to District property.
 4. Maintain a high level of safety while on the premises.
- B. Share the premises with others wishing to use the same facility.
- C. Control the behavior and activity of guests.
 1. Do not permit guests or children to handle or use emergency equipment or apparatus.
 2. Do not permit guests or children to be unattended in any part of the facility (restrooms are an exception).
 3. Encourage guests and children to use the facility with respect to the fact that the property belongs to the District.
 4. Do not permit children to stand on or sit in apparatus unattended.
 5. Do not permit children to run or play in areas not designated for such use.
 6. Be sure that either you or your guest pays for any refreshment consumed.
 7. Be sure that your guest and children treat recreational equipment in the manner for which it was designed.
 8. You are responsible for the safety of your guest and children; predetermine what will occur if there is an alarm
- D. Be responsible for picking up after yourself.

- E. Alcoholic beverages or illicit drugs are strictly prohibited on the premises.
- F. Use of any tobacco products or vaping inside any District building and in any District vehicle is strictly prohibited.
- G. Keep noise to the lowest appropriate level, being sensitive to the needs of others.
- H. Treat all patrons of the District, who may enter the facility on business, with respect and assist them in meeting their needs.
- I. Be sure to turn off lights and appliances and lock appropriate doors as you leave.

ARTICLE XVII DISTRICT CREDIT CARD USE

SECTION 1 Overview

- A. General Description: District issued credit cards issued to an individual employee or volunteer are for the purpose of making authorized purchases for the benefit of the District within certain limits.
- B. Use of issued credit card is to:
 - (1) Promote efficiency in the procurement of goods and services for the District.
 - (2) Provide a convenient method for obtaining goods and services.
 - (3) Supplement purchase orders, check requests and travel requests in accordance with the purchasing policy, travel policy, budget limitations and all other policies.
 - (4) Pay for or reimburse personnel for District-approved business expenses.
- C. The procedures described in this policy are intended to
 - (1) Minimize exposure to legal liability, due to inappropriate use of credit cards.
 - (2) Ensure appropriate internal controls are established and maintained.
 - (3) Ensure that goods and services are obtained in an ethical and competitive manner.
- D. Who IS eligible to be issued a credit card
 - (1) Personnel who have a legitimate need for an issued credit card on an ongoing or temporary basis as determined and approved by the Fire Chief.
- E. Who IS NOT eligible to use a credit card
 - (1) Outside contractors/consultants.
 - (2) Employees on any type of extended leave of absence, including but not limited to FMLA, Medical, Disciplinary and any other leaves of absence.
 - (3) Employees whose privileges have been revoked due to abuse, misuse or other violations of this or other District policies and standards related to credit card use.

SECTION 2 When to Use the Card

- A. Purchases can be made in person, over the telephone, or using fax, mail or the Internet. Each cardholder is required to save detailed receipts of each transaction and submit those receipts to the Fire Chief as outlined in this policy. In addition, there is a maximum dollar amount established per month for each card, and that amount may not be exceeded. For necessary purchases that exceed the dollar limitations or are otherwise not permitted by this policy, current procedures for requisitions/purchase orders or personal services contracts must be used.

SECTION 3 Prior to using the card, you must

- A. Sign the Cardholder Agreement form and return it to the Fire Chief
- B. Sign the back of the card (individual accounts only)
- C. Activate the card with the Fire Chief to ensure the correct four digit pin is used for security purposes

SECTION 4. Ethical Use

- A. District personnel are considered public officials and are subject to the State Government Ethics requirements. Accordingly, all district personnel must refrain from any use of issued credit cards that:
 - (1) Creates an actual or potential conflict of interest;
 - (2) Results or potentially results in the appearance of using public office for personal financial gain or avoidance of financial detriment;
 - (3) Otherwise violates any provision of the Oregon Government ethics statutes and rules.
- B. If an employee or volunteer encounters a potential conflict of interest or potentially could be viewed as receiving personal financial gain, or avoiding financial detriment, or if the employee/volunteer has any question regarding your obligations for the ethical and lawful use of a District credit card, they should either stop the transaction, or contact the Fire Chief for guidance before completing the transaction. Alternatively, the individual may also submit a requisition to the Fire Chief for purchase of the items consistent with the requisition policies and procedures.

SECTION 5. Types of Services/Supplies

- A. Details of purchasing are included in this manual, but a few key points are reiterated here. All purchases with a district issued credit card must be for official business of Charleston Fire District or the Charleston Volunteer Firefighter's Association.

SECTION 6. Typical Card Uses

- A. District cards may generally be used for the following types of purchases. In all cases, Personnel must also comply with all other applicable policies related to the purchase (including but not limited to policies requiring advance written management approval, etc.):
 - (1) Meetings/Event Planning or Facilities
 - (2) Training Courses/Seminars
 - (3) Courier Services
 - (4) Printing/Reproductions
 - (5) Postage
 - (6) Memberships, Dues, Subscriptions
 - (7) Catering
 - (8) Office Supplies
 - (9) Training & Reference Materials
 - (10) Meals as approved within policy
 - (11) Certain travel related expenses
 - (12) Fuel as approved within policy
 - (13) Emergency scene rehab. Supplies
 - (14) Other professional services

- B. Personnel should use their District issued card when other options for purchasing do not exist or are not available for a purchase that must be immediately made. When advance planning is available and possible, District accounts, purchase orders, or vendor invoicing is preferred.

SECTION 7. Approved Meals

- A. District funds may only be used to pay for meals if the reason for the meal is to conduct official District business during the meal and only if it provides a particularly practical time or setting for the discussion. For example, if a mealtime is the most convenient or only time that two (or more) individuals may be available to meet or, a neutral meeting place such as a restaurant provides a better environment to have a particular discussion. In these instances, District funds may be used because the meal serves a District purpose and is for the benefit of the District as a whole. Itemized receipts will be required, and an explanation of the purpose of the meal may also be required. Meals will not include any alcohol or gratuities in excess of 15% (excluding alcohol). The purchase of meals for people other than District employees is generally discouraged, but may be approved by the Fire Chief on a limited basis if it is consistent with a District business purpose. Any personal benefit derived by individual District personnel from their participation in District-approved business meals is merely incidental and should not be construed as an improper personal benefit.
- B. District funds for meals may also be authorized if a Chief Officer schedules a working meal or workshop involving District business where no meal break is provided. These meals are for the benefit of the employer.

SECTION 8. Approved Travel Expenses

- A. Approved travel expenditures are subject to established Policies and Procedures and may include but are not limited to the following:
 - (1) Typical Card Uses: Airplane tickets, Rental Cars, Hotel/Motel, Meals (excluding alcohol), Registration Fees and Class materials

SECTION 9. Prohibited Purchase Actions

- A. Examples of prohibited card uses:
 - (1) Cash advances
 - (2) Personal expenses of any kind
 - (3) Gasoline for personal vehicles
 - (4) Gift Cards (except as approved in advance by the Fire Chief for District business)
 - (5) Alcoholic beverages
 - (5) Entertainment
- B. Prohibited Usage Also Includes but is not limited to:
 - (1) Breaking a purchase into smaller amounts in order to avoid following established procurement procedures and guidelines.
 - (2) Rebate
 - (3) Percentage off program
 - (4) Frequent flyer program

SECTION 10. Procedures/Records

- A. All personnel who have been issued a District card must ensure that all required steps are completed when placing an order.
- B. Ship Orders
 - (1) Contact the supplier and place the approved order
 - (a) Provide the supplier with the credit card number and expiration date.
 - (b) Have the supplier ship according to terms. Give the supplier your name, district name, telephone number and street address. Make sure this information is included on the shipping label.
 - (c) Request the supplier to enclose a copy of the credit card receipt and a copy of the sales slip with each shipment, to confirm pricing.
 - (d) Request the supplier to email a copy of the credit card receipt and a copy of the sales slip, to confirm pricing before shipping.
- C. Pick-Up Orders
 - (1) When orders must be picked up at the supplier's place of business, make sure you present your card, sign the charge slip, and obtain a copy of the charge slip and the cash register or hand written receipt.
- D. Obtain Proper Information
 - (1) You must submit an itemized receipt or invoice from the vendor/supplier every time you use the credit card. Collect it at the time of purchase, have it sent to you, or print it from the Internet, as appropriate. This receipt or invoice must contain the following information:
 - (a) Vendor name and address
 - (b) Date of purchase
 - (c) Description of each item and the quantity
 - (d) Price per item/extended price per item
 - (e) Shipping/handling charges
 - (f) Total amount of the transaction
 - B. The cardholder is responsible for obtaining appropriate documentation of each transaction. In the extreme situation that supporting documentation cannot be obtained, you must provide a detailed written explanation to your Supervisor for approval.

SECTION 11. Potential Problems

- A. Suppliers that Do Not Accept Credit Cards
 - (1) You may contact business office or Fire Chief for purchasing options.
- B. Returns
 - (1) Goods purchased through a procurement card may be returned for DIRECT REPLACEMENT or CREDIT ONLY. Cardholders may not accept a cash refund. You must keep the credit receipt and original receipt for the log, and submit it to Fire Administration as outlined in this policy.
- C. Disputed Charges
 - (1) All personnel issued cards must cooperate in the District's efforts to verify and/or dispute any charges to the card. Should this occur, personnel will be required to provide specific documentation regarding the disputed charge in question.

SECTION 12. Additional Cardholder Responsibilities

- A. After each purchase, you must attach all receipts, invoices, and packing slips to a completed monthly credit card expense report, and submit that report and all supporting documentation to the Fire Chief by no later than the 15th of each month.

- B. Card Security
 - (1) It is the cardholder's responsibility to keep the card secure. Personnel who have been issued District cards are strictly prohibited from sharing the card or the card number with anyone else. If another person gains access to the card or you have reason to believe that your card/card number has been accessed or compromised, contact your supervisor and Fire Administration immediately to discuss the situation and determine the next course of action.

- C. Lost or Stolen Cards
 - (1) In the case of a lost or stolen card, you must contact the number on the card to report the card lost/stolen, and notify your supervisor and Fire Administration immediately.

- D. Closing your Account
 - (1) You must turn your card over to your supervisor or Fire Administration immediately when:
 - (a) Requested by district management
 - (b) You terminate employment with the District/Authority
 - (c) You are on any type of extended leave of absence, including but not limited to: Personal leaves, FMLA, Other Medical Disability, Disciplinary leave or Any other type of Leave of Absence

- E. When closing your account for any reason, you must:
 - (1) Immediately submit the card with a final credit card expense report and all receipts/invoices to your supervisor for approval and submission to Fire Administration.

SECTION 13. Misuse

- A. Misuse of the card, as determined in the sole discretion of the Fire District, may result in forfeiture of the card, legal action against the cardholder and/or card user, and disciplinary action up to and including the termination of the cardholder and/or card user.

- B. Charleston Fire District has provided the following examples of type of conduct that it considers to be misuse of credit cards. However, this list is not intended to be exhaustive. Therefore, if you have any questions about appropriate use of the card, please contact the Fire Chief before using the credit card.
 - (1) Violation: It is a cardholder violation to affect ANY personal purchase with the credit card, whether or not the cardholder intended to pay the District/Authority back for the purchase. Anything that is not purchased for the sole use and ownership by the District or Association for approved District business will be considered to be a personal purchase. Meals purchased for District-approved business purposes do not constitute an improper personal use if the meal purchase complies with District policy.
 - (2) Violation: A cash or cash type transaction made using the credit card. Examples of illegal transactions are cash advances, cash in addition to purchase, travelers checks, money orders, gambling, ATM transactions, etc. or cash taken in lieu of a credit for the return or exchange of a purchase.

- (3) Violation: Purchases of items listed in the manual as prohibited, purchases that have not been approved in accordance with any other District/Authority policy, and purchases that violate any other provision of this policy (such as splitting purchases) are considered misuse of the credit card in violation of this policy.
- (4) Violation: Failure to reconcile, complete, sign and submit the monthly credit card expense report, receipts and source documentation to the designated supervisor for approval by the required due date. Failure to obtain or retain receipts, packing slips and all other source documents required to reconcile the cardholder's monthly statement.

SECTION 14. Ethical Use

- A. ORS 244.020(14) defines a public official as "any person who, when an alleged violation of this chapter occurs, is serving the State of Oregon or any of its political subdivisions or any other public body as defined in ORS 174.109 as an elected official, appointed official, employee or agent, irrespective of whether the person is compensated for the services."
- B. A public official as used in the statute covers a broad spectrum of positions ranging from volunteer firefighter, to the Governor, to a clerk in a branch office of a state agency. It also includes persons who serve the state or a political subdivision by performing government services under a contract. It is important to note that a person who was a public official at the time of an alleged violation will be subject to the authority of the Oregon Government Ethics Commission for a period of four years after the alleged violation, regardless of whether or not the person is still a public official at the time a complaint is filed.
- C. ORS 244.040 prohibits all public officials from using public office for personal financial gain or to avoid personal financial detriment to themselves, their relatives or members of their household.

SECTION 15. Conflict of Interest

- A. A conflict of interest occurs when a public official makes any decision or recommendation, or takes any action in his/her capacity as a public official, the effect of which could or would be to the private pecuniary benefit or detriment of the person or the person's relative, or any business with which the person or a relative of the person is associated unless the benefit or detriment arises out of circumstances exempted by law.
- B. Before taking an official action, a public official should first: determine if an action could result in financial benefit or avoidance of financial detriment to the official, a relative or a business with which the official or a relative is associated. If the answer is "no," and the action otherwise complies with District/Authority policies, you may proceed with the action.
- C. A "relative" includes the public official's spouse and the parents, children (including step-children), brothers and sisters of either the public official or the official's spouse, any individual for whom the public official has a legal support obligation, any individual for whom the public official provides benefits arising from the public employment or from whom the public official receives benefits arising from that individual's employment. A "member of a household" is any person who resides with the public official.

PROCUREMENT CARD AGREEMENT

As a holder of this Procurement Card:

- I confirm that I have read and understand the terms and conditions of its use:
 - I MAY NOT use the procurement card for the restricted items set forth in the Procurement Card User's Manual.
 - I must follow any additional restrictions as described herein. I have been informed of and understand the District restrictions (these restrictions may include spending limits and requisition protocols).
 - I understand that misuse of this card may result in disciplinary action, up to and including TERMINATION of employment.
 - I understand that the District will audit the use of this procurement card.
 - I understand that I must reconcile my transactions within the time limits specified in this manual. Failure to do so may result in forfeiture of the card.
- I understand the District may terminate my rights to use this card at any time for any reason.
- I agree to return the card to the District immediately upon request or upon termination of employment.
- I acknowledge receipt of the credit card, and agree to comply with the terms and conditions in this and any subsequent revisions of this manual.
- I agree to accept responsibility for the protection and proper use of this card according to the terms set forth in the manual.
- I will **IMMEDIATELY** report theft/loss of card and/or difficulties with the card to the Fire Chief.

I acknowledge receipt of Purchasing Card #with a monthly limit of \$_____.

Cardholder Signature	
Date of Signature	
Cardholder name (Please Print)	
Cardholder Job Title	

Lost, Stolen or Missing Receipt Documentation
Procurement Card Program Support Form

FROM: _____

TO: _____

SUBJECT: Documentation of Lost, Stolen or Missing Receipt for Purchase made with Agency Procurement Card

I, _____, hereby certify that I did procure the following item(s) with a Procurement Card at:

Vendor's Name: _____

Address: _____

City/ST/Zip: _____

Phone #: _____

Item Description	Quantity	Unit Price	Extended Price

I hereby certify that the following resulted in my lost or missing receipt(s):

_____.

_____.

_____.

Card User Signature

Date

Approved: Yes No

Fire Chief's Signature

Date

ARTICLE XVIII Whistle Blower Policy

SECTION 1 Purpose

To provide and reporting procedures should a District employee become aware of improper government action in accordance with Oregon Revised Statute 659A.200 to 659A.224.

- A. The District encourages any employee with knowledge of or concern of an illegal or dishonest fraudulent District activity to report it to the Human Resources Director or designee. The employee may also provide the information to another District manager, a state or federal regulatory agency, a law enforcement agency or an attorney licensed to practice law in Oregon if a confidential communication is made in connection with the alleged violation. Attorneys employed by the District may report violations of law to the Attorney General, subject to rules of professional conduct. All such issues will be investigated in a timely manner to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. For any employee wishing more information, further details can be obtained from the Human Resources Director.
- B. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to corrective action up to and including termination.
- C. Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. While identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their due course, the privacy of the individual making the report will be protected as much as possible. The District will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Director or designee immediately. The right of a whistle blower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.
- D. All reports of illegal and dishonest activities will be promptly submitted to the Human Resources Director or designee who is responsible for investigating and coordinating corrective action.

ARTICLE XIV Harassment Policy (in accordance with HB479)

SECTION 1 Purpose: (statement prohibiting workplace harassment)

- A. Charleston Fire District is committed to providing a work environment in which all individuals are treated respectfully. All employees of Charleston Fire District should have the expectation that they work in a professional environment and that Charleston Fire District promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment.

- B. Charleston Fire District expects that all relationships among persons will be respectful and professional, free of bias, prejudice and harassment in the workplace, at work related event, or any activity coordinated by or through the organization.

SECTION 2: Equal Employment Opportunity

- A. Charleston Fire District is committed to fair employment practices and non-discrimination, including pay equity for all employees. We do not discriminate based on a protected class such as race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. The district does not pay wages and does not screen applicants based on their current or past compensation.

Section 3: Application

- A. This policy applies to all employees, elected officials, board or commission members, volunteers, interns and any other persons subject to the authority of the District in the course of accomplishing the work of the organization.
 - 1. This workplace harassment policy has been developed to ensure that all employees can work in an environment free from unlawful harassment, discrimination and retaliation. Charleston Fire District will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of these policies will be investigated and resolved appropriately.
- B. Discrimination, harassment and retaliation are not acceptable.
 - 1. Any employee who has questions or concerns about these policies should talk with our primary contact which is the Fire Chief as an alternative you may reach any of the Chief Officers.

SECTION 3: Retaliation

- A. Charleston Fire District encourages reporting of all perceived incidents of discrimination or harassment. Reports of incidents of discrimination and harassment will be promptly and thoroughly investigated. We prohibit retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

SECTION 4: Sexual Harassment

- A. Sexual harassment constitutes discrimination and is illegal under federal and state laws.
- B. For the purposes of this policy, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

- C. Under Oregon Law sexual assault defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

SECTION 5: Harassment

- A. Harassment based on any other protected class is also strictly prohibited. For this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

SECTION 6: Reporting an Incident of Harassment, Discrimination or Retaliation

- A. Charleston Fire District encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and to request that it stop. Often this action alone will resolve the problem. We recognize, however, that an individual may prefer to pursue the matter through complaint procedures.
- B. Charleston Fire District encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with a Chief Officer, or any line officer. See the complaint procedure described in section "7E".
- C. Following receipt of a complaint or concern management will follow-up every three months for one year to ensure no further concerns or retaliation are experienced. However, employees should not wait for the management follow-up to share related experiences. If an employee would like the follow-up to discontinue the follow-up process a request must be submitted in writing to the Fire Chief.

SECTION 7: Complaint Procedure

- A. Individuals who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with an officer. If you are unable to reach the primary contact please reach out to the Fire Chief. We encourage employees to document the event(s), associated date(s), and potential witnesses.
- B. Charleston Fire District encourages the prompt reporting of complaints or concerns so that action can be taken quickly. Early reporting and intervention are very often the most effective method of resolving actual or perceived incidents of harassment. However, complaints and concerns may be brought forward within four years of the alleged violation. We encourage employees to document the events, associated dates, and potential witnesses.

- C. Any reported allegations of harassment, discrimination or retaliation will be documented by the District and investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the event(s) or may have other relevant knowledge.
- D. Charleston Fire District will maintain confidentiality throughout the investigatory process to the extent possible with acceptable investigation and appropriate corrective action.
- E. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include training, referral to counseling or corrective action. Examples of possible corrective action may include a warning, written reprimand, reassignment, temporary suspension without pay, or termination as Charleston Fire District believes appropriate under the circumstances.
- F. False and malicious complaints of harassment, discrimination or retaliation, as opposed to complaints that, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.
- G. We encourage employees to bring their concerns and complaints to the organization, and understand that, at times however, this may not be the choice of the employee. Below is a list of the external complaint options. Please reach out to the preferred choice to determine the appropriate timelines for their processes.
- Oregon Bureau of Labor and Industries at the following web address:
https://www.oregon.gov/boli/CRD/Pages/C_Crcompl.aspx
 - Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.
 - Coos County Health and Wellness Department at the following web address:
<https://cooshealthandwellness.org/>

SECTION 8: Employment Agreements

- A. No employee will be required or invited to sign an agreement requiring non-disparagement or non-disclosure of information related to discrimination or sexual assault as a condition of employment, continued employment, promotion, compensation or the receipt of benefits. Non-disparagement terms are terms in an agreement that limit the party's ability to talk about another party in a negative way. Non-disclosure terms require a party not to talk about an event and/or associated persons at all. An employee may request this type of agreement and, upon request, will be provided at least seven (7) days to change their mind.

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DIVISION 2: PERSONNEL POLICY

EMPLOYMENT PRACTICES

ARTICLE I Reaffirmation of Policy on Equal Employment Opportunity

SECTION 1. The Charleston Rural Fire Protection District is an equal employment opportunity employer and does not discriminate against employees or job applicants on the basis of race, religion, color, sex, age, national origin, handicap, veteran status, or any other status or condition protected by applicable federal/state laws, except where a bona fide occupational qualification applies.

SECTION 2. Charleston Rural Fire Protection District will:

- A. Recruit, hire, train and promote persons in all job titles without regard to race, religion, color, sex, age, national origin, handicap, veteran status, or any other status or condition protected by applicable federal/state laws, except where a bona fide occupational qualification applies.
- B. Insure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, District sponsored training, education, tuition assistance and social and recreational programs will be administered without regard to race, religion, color, sex, age, national origin, handicap, veteran status, or any other status or condition protected by applicable federal/state laws, except where a bona fide occupational qualification applies.

SECTION 3. If an employee has a suggestion, problem, or complaint with regard to equal employment, they should contact the Fire Chief.

ARTICLE II Open Door Policy

SECTION 1. In order to maintain open communication channels and constructive working relationships, the District maintains an open-door policy. This policy encourages supervisors to respond to an employee's complaint or suggestion when it is presented, and it encourages employees to follow the proper channels when presenting a complaint or suggestion. The policy works in the following way:

- A. **First**, take your concern to your immediate supervisor or officer in an effort to resolve the situation.
- B. **Second**, If your discussions with your supervisor or officer do not resolve the matter to your satisfaction, you may take your concern or suggestion up the chain of command.
- C. **Finally**, if your discussions with the Fire Chief fail to achieve satisfaction, you may take it to the Board of Directors after advising the Fire Chief of your intention.

While complete satisfaction may never be guaranteed, every effort will be made to find a just and workable solution to each situation. At any stage of this process, this policy encourages full and open communication by both parties as a means of resolving the problem. No employees shall be penalized for utilizing the Open Door Policy.

ARTICLE III Qualifications, Duties, Job Descriptions and Responsibilities of Employees

SECTION 1. Each job position will have a title to reflect a position's particular function and level of responsibility. This title will also serve as the title of the person holding the position.

SECTION 2. The duties and responsibilities of every position shall be written and available in the Administrative office to all employees.

SECTION 3. FIRE CHIEF

- A. The Fire Chief shall be qualified by actual experience as an emergency service specialist; i.e.: fire fighter and fire precautionary.
- B. The Fire Chief shall be responsible for the properties, employees and equipment of the District and for the conduct of the agency.
- C. The Fire Chief shall be responsible to the Board of Directors for the administration of policies, budgeting, long-range programs, master planning, mutual-aid coordination and liaison activities with all pertinent organizations. His/her duties shall be consistent with ORS 478.260 to ORS 478.990
- D. The Fire Chief upon acceptance or departure of CRFPD volunteers shall provide at the next regularly scheduled board meeting a list of those individuals in the administrative report.
- E. The Fire Chief shall ensure that all District contracts and policies are renewed annually by the Board of Directors.
- F. Further duties and responsibilities are described in detail in the Fire Chief's job description.

SECTION 4. Captain/ Lieutenant:

- A. The Captain/ Lieutenant shall be hired by the Fire Chief with Board approval.
- B. The Captain/ Lieutenant's shall be responsible to the Fire Chief for the properties, equipment and personnel of the District and the administration of policies as delegated to him/ her.
- C. The Captain/ Lieutenant's shall be responsible for the duties of the Fire Chief in his/ her absence.
- D. Further duties and responsibilities are described in detail in the Captain/ Lieutenant's job description.

SECTION 5. FIREFIGHTER/ENGINEER:

- A. The Firefighter/Engineer shall be hired by the Fire Chief with Board approval.
- B. The Firefighter shall be responsible to the Fire Chief and Captain for the properties, equipment and personnel of the District and the administration of policies, as delegated to him/ her.
- C. Further duties and responsibilities are described in detail in the Firefighter/Engineer's job description.

SECTION 6. EMS Coordinator (Part Time)

- A. The EMS Coordinator shall be hired by the Fire Chief with Board approval.
- B. The EMS Coordinator shall be responsible to the Fire Chief and Assistant Fire Chief for the properties, equipment and personnel of the District and the administration of policies, as delegated to him/ her.
- C. Further duties and responsibilities are described in detail in the EMS Coordinator's job description.

ARTICLE IV Hiring Practices

- A. Qualifications - the District shall select employees on the basis of experience, ability, training, education, and other qualifications for the work to be performed.
- B. Minimum Qualifications- Each candidate for a position shall possess at least the minimum qualifications for that position, as stated in the job description.
- C. Physical examinations - The final candidate for a position may be required to have a pre-employment physical examination. The district's final offer of employment will be contingent on the test's results. There may be occasions requiring a physical examination for regular employees. The District shall pay the cost of the exams.
- D. Minimum Age- Applicants must be 18 years old.
- E. Full time employees shall find residence within 25 minutes and 20 miles of the Fire District Boundary within one year from date of employment.

ARTICLE V Retention of Employee Records

SECTION 1. Personnel file- The Fire Chief maintains a personnel file for each employee which contains only pertinent employment information. A separate payroll, compensation and benefits file will be kept also. The retention time will be according to state and federal laws of records retention.

SECTION 2. Confidentiality - The District will protect the confidentiality of all personnel information in its records and files except where it is deemed public record by federal/state laws.

SECTION 3. Employee Access to Personnel File - An employee who wishes to review the contents of the employee's personnel file may do so. The Fire Chief will remain present with the employee during review.

SECTION 4. Inaccurate Information - The District guarantees the right of employees to correct inaccurate information and express disagreement with information in their records.

SECTION 5. Terminated Employee - A terminated employee may request a copy of their personnel file for up to sixty days after date of termination.

ARTICLE VI Resignation

If an employee resigns from the District, a written resignation should be submitted stating the reasons for resignation and giving as much notice as possible, preferably not less than ten (10) working days.

ARTICLE VII Employee Health and Safety

Safety Programs- The District will comply with all state and federal requirements, including the development and maintenance of an Occupational Safety and Health Act compliance document, and where applicable, all EPA requirements. The District is committed to providing the highest safety and health standards possible. For more details, consult our standard operating guidelines.

ARTICLE VIII Harassment

SECTION 1. The Charleston Rural Fire Protection District believes that each employee has the right to a work environment that is free from harassment due to sex, age, color, creed, religion, national origin, handicap, or marital status.

SECTION 2. Harassment is defined as conduct which substantially interferes with an employee's performance of job duties or creates an intimidating, hostile or offensive working environment, or adversely affects an employee's employment opportunities.

SECTION 3. Any employee who has a complaint of harassment at work by anyone, including supervisors, co-workers, or visitors, is urged to bring the matter to the attention of the Fire Chief so that we may investigate and deal with the problem. Employees may bring their complaint to their supervisor, officer or the Fire Chief. If the complaint involves someone in the employee's direct chain of command, or if the employee is uncomfortable discussing the matter with their direct supervisor, the employee is urged to go to one of the other management people.

SECTION 4. The Charleston Rural Fire Protection District shall ensure that an environment free of harassment exists throughout all areas of the District. Charleston Rural Fire Protection District will not tolerate any form of harassment. Substantiated incidents of harassment will result in disciplinary action, up to and including termination

SECTION 5. Harassment of employees in connection with their work by non-employees may also be a violation of this policy. Any such harassment should be reported, and appropriate action if possible will be taken.

ARTICLE IX Sexual Harassment

SECTION 1. The Charleston Rural Fire Protection District strongly disapproves of and does not tolerate sexual harassment of any kind. All employees must avoid offensive or inappropriate sexual behavior at work and are responsible for assuring that the workplace is free from sexual harassment at all times.

SECTION 2. The Charleston Rural Fire Protection District's policy specifically prohibits: unwelcome sexual advances; requests for sexual acts or favors, with or without accompanying promises, threats, or reciprocal favors or actions; any other verbal or physical conduct of a sexual nature made to an employee when submission to such a conduct is made either explicitly or implicitly a condition of an individual's employment. It is also a violation of this policy when; submission to or rejection of such conduct by an individual is actually used as the basis for employment decisions; such conduct has the purpose or effect of substantially interfering with an individual's work performance; or such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

SECTION 3. Examples of prohibited conduct, but are not limited to: lewd or sexually suggestive comments; off-color language or jokes of a sexual nature; slurs and other verbal, graphic or physical conduct relating to an individual's gender; or any display of sexually explicit pictures, greeting cards, articles, books, magazines, photos or cartoons.

SECTION 4. Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, co-workers, or visitors, is urged to bring the matter to the attention of District's management immediately, so that we may investigate and deal with the problem. Employees may bring their complaint to their supervisor, officer or the Fire Chief. If the complaint involves someone in the employee's direct chain of command, or if the employee is uncomfortable discussing the matter with their direct supervisor, the employee is urged to go to one of the other management people listed in this statement.

SECTION 5. The District will investigate all complaints and will endeavor to handle these matters expeditiously in a professional manner so as to protect the offended individual.

SECTION 6. Substantiated incidents of sexual harassment will result in disciplinary action, up to and including discharge.

ARTICLE X Drug and Alcohol Policy

SECTION 1. All employees shall report to work free of the influence of alcohol, **marijuana**, or illegal controlled substances.

SECTION 2. While on the job, on District property, or in a district vehicle, all employees are prohibited from the unauthorized or illegal use, possession, sale, or assistance in the sale or transportation of alcohol, **marijuana**, or controlled substances.

SECTION 3. Employees undergoing medical treatment with prescription drugs which might impair ability to perform their work in a safe and efficient manner, shall report such treatment to the Chief.

SECTION 4. The District encourages employees and their family members who have alcohol or controlled-substance-abuse problems to deal with them voluntarily. Assistance is available through several agencies in the area or by personal contact with the Fire Chief or other Chief Officer.

ARTICLE XI Discipline

SECTION 1. The objective of any disciplinary action is to improve the performance, efficiency, and morale of the District. Discipline may be corrective or punitive. The District will determine which is appropriate, based on the severity of the infraction. Supervisors may discuss improper or inadequate behavior with the employee in order to correct the problem(s) and to avoid the need to exercise disciplinary action, depending upon the situation. When a District employee engages in unproductive or undesirable behavior, which the District desires to correct, the following procedures are suggested, but not required:

- A. **Verbal Warning*** - Verbal warnings may be given to direct an employee's attention toward early correction of unproductive or undesirable behavior. Verbal warnings should state the following: reason(s) for the verbal warning, future behavior expected of the employee, and possible future disciplinary action for failure to comply. A written copy of the warning, signed by the employee, shall be placed in the employee's personnel file, and a copy will be given to the employee.
- B. **Written Warnings*** - Written warnings may be given to correct unproductive and undesirable behavior which continues after the giving of an oral warning or for unproductive and undesirable behavior the repetition of which cannot be permitted. The written warning shall state the following: reason(s) for the written warning, future behavior expected of the employee, disciplinary action being taken at the time, and possible future disciplinary action for failure to comply. A copy of the warning, signed by the employee, shall be placed in the employee's personnel file, and a copy will be given to the employee.

***Note:** - The above procedures are suggestions only. They are not cumulative or required. The District recognizes that certain unproductive and undesirable behavior cannot be corrected. The District recognizes that it may desire to attempt to correct certain unproductive or undesirable behavior and that it may wish to pursue other options, including immediate suspension upon the occurrence of certain unproductive or undesirable behavior. It is not necessary that these warnings be given prior to termination or in any particular sequence.

C. **At Will Employees** - All full-time employees are employed at the will of the District. There are no contractual procedures for termination. Nothing in this manual shall be construed as giving employees any contractual rights.

***Note** - This does not affect employees who do have a signed employment contract with the District.

D. **Procedures and Policy for Termination** - An employee of the District is free to resign at any time for whatever reason, just as the District is free to terminate an employee. If it becomes necessary for the District to terminate an employee, it will be done expeditiously. The following procedure for termination will be followed: Should it become necessary for the District to terminate an employee, except for reduction in the workforce, the employee will be suspended with pay. The District will then provide to the employee an opportunity for a pre-termination hearing within three (3) to ten (10) working days after suspension. At the hearing, the employee will have the opportunity to tell their side of the story regarding the suspension and to convince the District that they should not be terminated. The hearing will go before the Fire Chief. The decision of the Fire Chief can be appealed to the Board of Directors during an executive session. The decision of the Board of Directors will be final. If the employee fails to persuade the Board of Directors that the reasons for the suspension are untrue, erroneous, do not merit termination, or that they should be retained, the employee's employment with the District will be terminated as of the date of the Chief's Decision. This procedure and policy for termination shall not be construed under any circumstances as granting the employee any additional contractual rights.

E. **Disciplinary Problems** – Where the following problems occur with the employees, disciplinary action may be involved. This list is not considered to be all-inclusive, but merely illustrates typical problems.

- Motivational problems
- Refusal, without reasonable cause, to perform the assigned job
- Failure to perform work assigned in an efficient manner.
- Being wasteful of material, property, or working time
- Willful violation of established safety rules
- Falsification of established safety rules
- Falsification of records
- Habitual absenteeism or tardiness
- Unauthorized absence
- Unauthorized use of District property
- Violation of policies and procedures, including those established by the employee policy.
- Discourteous and disloyal conduct
- Insubordination
- Disregard concerning personal appearance, dress, or hygiene
- Abusive language or conduct toward the public and/or fellow employees
- Provoking or instigating a fight; fighting during work hours
- Breach of discipline
- Accepting gifts, fees, or other valuable things in the performance of official duties of the District, not in compliance with Oregon Revised Statutes
- Inability to get along with fellow employees so that work performance is hindered or below required standards

- Reporting for work under the influence of alcohol or drugs; or possession or use of drugs or alcohol on the premises
- Harassment
- Theft
- Willful destruction of company property
- Criminal conduct on District property

Article XII Compensation

SECTION 1. PAY PERIOD AND PAYDAY

There shall be two pay periods per month – the 1st through the 15th and the 16th through the last day of the month. Paydays each month shall be no later than the 15th and the last day of the month however (it is the intention that payroll be deposited in each employee’s account on or before the 15th and the last day of each month). If payday falls on a non-business day, then payroll funds will be deposited into the employees account on the last banking day. Example: If September 15th falls on Sunday, then the payday shall be September 13th. If direct deposit is chosen then the payroll funds will be available to the employee’s account by Friday September 13th. It is recognized that overtime and vacation reserves will be used to offset the net if separation occurs between actual payday and scheduled payday. At the end of the each pay period each employee is required to complete a personal time sheet, to be given to the Fire Chief before the end of the next pay period. For budget purposes there will be 24 pay periods in each fiscal year.

- A. Payroll Deductions** – All standard payroll deductions will be made from the employee’s wages for each pay period in accordance with the District’s procedures.
- B. Overtime** - Each pay check will reflect salary for that period. Overtime and leave time will be paid from the period prior.

SECTION 2. INFORMATION ABOUT AND DEDUCTIONS FROM YOUR PAYCHECK

All paycheck stubs shall show hours worked straight time, hours worked additional time, and all deductions made. Deductions that will normally appear on your check stub include but are not limited to:

A. Each pay period:

- Federal Income Tax
- State Income Tax
- State Accident Insurance Fund
- Deferred Compensation
- PERS Deduction
- PERS Reimbursement if applicable
- Vacation accrual and amount accrued
- Sick time accrual and amount accrued

SECTION 3. ROUTINE HOURS

- A) “Day Shift Employees”** --Forty (40) hours shall constitute a normal week’s work, for accounting purposes; Sunday Morning through Saturday Evening shall constitute a workweek for day shift employees. Hours of work may normally be from 8 a.m. to 12 noon, and from 1 pm to 5 pm. The District may make temporary changes in hours and/or workdays for employees as may be necessary to handle staffing problems created by vacations, illnesses, special events, etc. The Fire Chief on an as needed basis will set the work schedule for all employees.

B) "48 Hour Shift Employees" --Fifty-Six (56) hours shall constitute a normal week's work, for accounting purposes; Hours of work may normally begin at 8 a.m. and continue for 48 hours. The District may make temporary changes in hours and/or workdays for employees as may be necessary to handle staffing problems created by vacations, illnesses, special events, etc. The Fire Chief on an as needed basis will set the work schedule for all employees.

SECTION 4. EXEMPT EMPLOYEES

Exempt employees as defined by the fair labor Standards Act will normally not be paid for additional time worked. The Fire Chief is the only exempt position.

SECTION 5. OVERTIME

A) Any work performed by non-exempt "Day Shift" employees in excess of forty (40) hours in one week, constitutes overtime and shall be compensated at the applicable rate. All overtime must be pre-authorized by the Fire Chief.

B) Any work performed by non-exempt "48 hr Shift" employees in excess of one hundred and eighty-two (182) hours in a 24-day cycle, constitutes overtime and shall be compensated at the applicable rate. All overtime must be pre-authorized by the Fire Chief.

C) Overtime for all non-exempt employees shall be compensated at time and one half hourly based on the current equivalent hourly rate unless covered by agreement.

Overtime worked during the first pay period will be paid with the first payroll of the following month, overtime worked during the second pay period will be paid with the second payroll of the following month. Example: 6 hours of overtime worked between October 1 and October 15 will be included on the pay check paid October 31.

D) Hazardous Materials Team response pay parity program

- Overtime for all non-exempt employees, when participating in an OSFM Regional Hazmat Emergency Response Team (RHMERT) will be compensated at the rate of two- and one-half times (2.5) their base hourly wage for hours associated with approved state hazardous materials incident responses.
- This practice of maintaining parity with the lead team will remain in effect as long as the team members from Coos Bay Fire Department (CBFD) are paid at this rate. If the rate is changed for CBFD team members, the rate that CRFPD pays their RHMERT team members will adjust accordingly to maintain uniformity within the HM15 Coos Bay HazMat Team.

SECTION 6. TRAVEL POLICY

When employees travel on District Business (for meetings, workshops, seminars, etc.) the District will pay all reasonable travel-related expenses. Travel expense advances may be obtained by submitting a Travel Expense form.

SECTION 7. MANDATORY COURT SERVICE

Employees will be excused from their normal duties for the purpose of jury service. While acting as jurors they will receive their regular wage from the District.

Prior to reporting for court service, it is the responsibility of the employee concerned to turn in a copy of the jury summons to the Fire Chief.

Employees can retain payment checks received for their jury service, including fees, mileage and expense allowances.

Employees subpoenaed and thereby legally required to serve as a witness in a court trial will be excused from normal duties for this purpose and will receive their regular wage from the District. Upon receiving a subpoena, it is the responsibility of the employee to present it to the Fire Chief to arrange time off duty.

SECTION 8. VOLUNTARY COURT WITNESS

Employees not subpoenaed but desire to act as a witness on a voluntary basis may do so providing the time off duty is authorized by the Fire Chief. Such time off duty will be leave without pay, unless it is taken as vacation time.

Employees are to retain all reimbursement received for witness duty, including mileage and expense allowance.

SECTION 9. GARNISHMENT OF WAGES

An employee's earnings are subject to garnishment when the District, as an employer, is legally bound as a result of the garnishment to make deductions from an employee's earnings. Such garnishment will be done in accordance with Oregon revised statutes.

SECTION 10. VERIFICATION OF EMPLOYMENT

Only the following information will be released to banks, financial institutions, etc., for the purpose of verifying an individual's employment with the District: position/classification, date of hire, length of service, monthly salary and prospect of continued employment. The District must have a signed release from the employee before it will release information.

SECTION 11. EXTENDED EVENT COMPENSATION FOR EXEMPT EMPLOYEES

The following represents the policy and procedures for compensating FLSA-exempt employees mobilized as a response component to large-scale events for extended periods of time. These guidelines are consistent with State and Federal laws and common practice throughout the region.

The Charleston Fire District recognizes that under extreme emergencies where it is in the interest of the public welfare that high-ranking staff from the District participates in mobilized responses to large incidents throughout the region. This procedure also recognizes that:

- The exempt status of these employees under FLSA is not compromised by additions to compensation from these sporadic and infrequent events. The thrust of FLSA addresses the loss of exempt status when a salaried employee is subject to deductions from salary and not additions to salary.
- Additional compensation does not conflict with the FLSA salary basis of pay and therefore does not compromise the exempt status, 29CFR Section 541.118(b), and;
- Performance of nonexempt work under occasional emergency conditions will not be cause for these employees to lose exempt status, 29CFR Section 541.109
- Participation in an extended deployment causes exempt employees to endure significant hardship.

- Internal equity issues arise when non-exempt subordinate employees are compensated more than their exempt supervisors during these infrequent events.
- Deployment for these events is above and beyond the normally assigned duties.
- The benefit to the community from the knowledge and experience gained by exempt employees participating in these events, and the goodwill created by helping other communities far outweighs other concerns.

PROCEDURES:

- A. Exempt employees shall receive additional compensation for any deployment outside the jurisdictional limits of the Charleston Fire District for an extended time period of time.
- B. Compensation at a straight time hourly rate will be paid for the first 40 hours worked in during a work week. When deployed hours beyond 40 worked or deployed in the week shall be paid at 1.5 times the normal hourly rate for the duration of the deployment. This rate shall be calculated by dividing the normal monthly salary by 173.3 hours and multiplied by 1.5 to find the overtime rate.
- C. The employee shall be compensated at a rate of one and one-half times the hourly rate for all time engaged on a mobilization outside after the first 40 hours worked in the District standard workweek.
- D. Affected employees will provide the District Fire Chief with a detailed accounting of hours and cost associated with each deployment, for each employee. Once approved by the District Fire Chief, the information will be forwarded to Payroll for processing. Payment will be made, by separate check or included in the check, in the next regular pay cycle. All appropriate taxes shall be deducted from the check. If a separate check is chosen by the employee, no adjustment of personal deductibles shall be allowed solely for this paycheck.

ARTICLE XIII BENEFITS

SECTION 1. EMPLOYEE PARTICIPATION IN BENEFIT PROGRAMS

We offer our employees the opportunity to participate in some benefit programs. However, employees may not elect cash in lieu of payment for, or membership in, any program offered by the District.

SECTION 2. HOLIDAYS

Day Shift Employees:

The following shall be paid holidays: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, the Employee's Birthday. The Employee's Birthday is a floating holiday and must be taken sometime within the calendar year. If the floating holiday is taken at any time other than the date it would normally be observed, written request must be submitted and approved by the Fire Chief not less than 2 days prior to the requested date. When one of the holidays falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Where employees are not working on the regular Monday through Friday schedule, but qualify as full-time regular employees, they shall receive the same holiday benefits as if they were on the regular schedule.

48 Hour Shift Employees:

Since station coverage is required, in lieu of the scheduled paid holidays, the employee will be provided an additional 123.2 hours (11 holidays at 8 hours each multiplied by 1.4) of vacation time each year to be accrued at 5.14 hours per pay period and add to the employees accrued vacation time.

SECTION 3. VACATION TIME OFF

Vacation Time Off for all employees, to be used for Vacation Time or paid time off is provided as follows (unless provided under agreement):

A. Allotment – Each regular employee shall receive an annual allotment of vacation time with pay at the employee’s straight time rate to continue their pay when away from work for vacation or personal business.

B. Accrual – Vacation time will be accrued at the following rates:

Day Shift:

Length of Service	Monthly Accrual Rate
1-24 months	6.66 hours
25-to 120 months	8 hours
Over 120 months	10 hours

48 Hour Shift

Length of Service	Monthly Accrual Rate
1-24 months	9.33 hours
25-to 120 months	12 hours
Over 120 months	14 hours

C. Maximum accrual – A maximum accrual of vacation time held by any employee shall be no more than 280 hours for day shift, and 392 hours for 48 Hour Shift employees. Any vacation time held in excess of the maximum accrual, will be lost permanently.

D. Reimbursement - At the time of separation from the District, an employee shall be reimbursed for the current balance accrued through the date of separation at 100% of the employee’s current regular straight time rate.

E. Use - A written request must be submitted and approved by the Fire Chief or designee not less than 72 hours prior to the requested date(s). No more than one (1) 48 Hour shift employee shall be on vacation at any time.

SECTION 4. SICK LEAVE

Sick Leave for all employees, to be used for paid time off is provided as follows (unless provided in an agreement):

A. Allotment – Each regular employee shall receive an annual allotment of sick leave time with pay at the employee’s straight time rate to continue their pay away from work for sickness or accident, family sickness or accident, or funerals.

B. Accrual – Sick leave time will be accrued at the following rates:

Day Shift:

<u>Length of Service</u>	<u>Monthly Accrual Rate</u>
1-24 months	8 hours
25 or more months	12 hours

48 Hour Shift

<u>Length of Service</u>	<u>Monthly Accrual Rate</u>
1-24 months	11.2 hours
25 or more months	16.8 hours

- C. **Maximum accrual** – A maximum accrual of sick time held by any employee shall be no more than 480 hours for Day Shift employees 360 hours for $\frac{3}{4}$ time employees and 672 hours for 48 Hour Shift employees. Any sick time held in excess of the allowed hours accrued, will be lost permanently.
- D. **Reimbursement** – Sick leave is not reimbursable at any point and the employee will not be paid for the excess accrued sick leave.
- E. **Use** – A leave request form must be filled out and turned into the Fire Chief immediately after the employee returns to work. If a planned absence the leave request form must be turned into the Fire Chief before the absence and approved by the Fire chief. The law now requires that employers provide all employees with 40 hours of sick leave per year. It requires that all employees be allowed to take sick leave for illnesses for themselves, a family member (same definition as OFLA), for bereavement, or for medical or court related absence due to domestic violence. Employers must allow employees to donate sick time to other employees. <10 employees it must be paid. >10 employees is can be unpaid.

SECTION 5. Retirement/ Voluntary Permanent Leaving

Employees voluntarily separating from employment or retiring may elect to delay their effective date by use of all Vacation time off banked at the time of separation.

SECTION 6. WORKER'S COMPENSATION

State law requires that all employees be covered by worker's compensation insurance. The District pays a percentage of each employee's salary on the basis of job classification and responsibilities. The benefits of this insurance cover only job-related injuries and illnesses, and include doctor bills hospitalization, and lost-time compensation.

- A. **Injuries/ Illnesses on the Job** - An employee should report all accidents/ incidents, no matter how slight, to their supervisor immediately. If an employee needs to see a doctor, they should complete the "worker" portion of the Report of Occupational Injury or Disease (Form 801), and return to the Fire Chief. After they seen the Doctor, the employee needs to inform the Fire Chief of the physician's findings. If an employee is unable to return to the job right away, the employee should inform their supervisor of their condition and progress after each visit to their Doctor. The District's aim is to help injured workers recover and return as productive members of the work force as soon as they are able. The District will make every effort to bring an injured worker back to work by providing modified work.
- B. **Disability Pay for injuries/ Illnesses on the Job** -When regular employees are injured while performing District work, they shall receive an amount equal to their regular wage, minus any normal deductions, for such period of time as they are receiving worker's compensation benefits, provided the employee has a valid worker's compensation claim and has presented the District the endorsed Worker's Compensation check. The employee may forfeit their right to compensation from the District if the Worker's compensation check is not turned over to the District. Regular take home pay shall be defined as the employee's straight time salary for the period, less any disability benefits, required deductions for state, federal and Medicare, contribution to pension plan, and contribution to deferred Compensation plan. State and Federal taxes shall be computed based on the number of exemptions claimed in the pay period immediately preceding the injury. **Note:** If the claim in question under state worker's compensation regulations is denied, the amount of wages

advanced by the District will be deducted from the employee's banked sick leave or vacation time.

SECTION 7. GROUP HEALTH INSURANCE

- A. **Medical Insurance** - The District makes available a medical insurance plan for all regular full-time employees.
- B. **Dental/ Vision Insurance** - The District makes available a dental and a vision insurance plan for all regular full-time employees.
- C. The District pays a maximum benefit for full time employees of 90% per month for Medical, Vision and Dental unless addressed by an individual agreement.
- D. **Consolidated Omnibus Budget Reconciliation Act (COBRA)** – In compliance with COBRA, The District's group coverage under the plans provide employees and certain family members the right to continue health care coverage under the plan at group rates in certain instances where coverage would otherwise terminate. Qualifying employees, spouses, or dependents are required to pay the applicable monthly premium to the District for the period of continued coverage.

SECTION 8. LIFE INSURANCE

Group Life Insurance is provided by the District, in accordance to applicable laws, for regular full-time employees and volunteer firefighters under a group term life insurance program. Coverage is 24 hours a day for all members and there is no premium cost to the employee for this benefit. For more information about this life insurance policy and coverage, contact the Fire Chief.

SECTION 9. UNEMPLOYMENT INSURANCE

All full-time employees are covered by the benefits of the State of Oregon Unemployment Insurance Act. The District is responsible for funding the benefits of this unemployment insurance. The benefits received by an employee are set by state law.

SECTION 10. SOCIAL SECURITY

All full time and part time employees will participate in the Social Security System as directed by the rules of the Social Security System.

SECTION 11. DEFERRED COMPENSATION PLAN

The deferred Compensation Plan is available to all full-time employees of the District. It is designed to give the employee an opportunity to set aside a portion of their income now, and not pay Federal or State income tax on that money until it is received. The amount specified by the employee will be automatically deducted from each paycheck. If you are interested in participating, contact a trustee of the plan, and they will help you.

SECTION 12. EDUCATION TUITION

When the Fire Chief recommends that an employee have some specific additional training, the District may provide the education and tuition necessary. Likewise, if the District puts an employee in a new position that demands additional training, the District will provide the necessary training.

SECTION 13. CELL PHONE USAGE REIMBURSEMENT

The Fire District will reimburse each full and part time employee \$40.00 per month for the use of their personal cellular phone. This is a flat reimbursement due at the first of each month for the month prior.

SECTION 14. FULL TIME EMPLOYEE STEP PROGRAM

A. Full Time Employees: The step increase program for full time employees includes seven steps. Step one will be at time of hire and the starting wage range will be determined by the Board of Directors after consult with the Fire Chief. The Fire Chief will set the actual starting wage based on experience, education, licenses and certifications. Below is the matrix for the step increase program including both the timeline and step increase.

Step one (1)	Time of Hire	Wage set by the Fire Chief within wage scale set by the Board
Step two (2)	1 year post hire date	5%
Step three (3)	2 years post hire date	5%
Step four (4)	3 years post hire date	5%
Step five (5)	4 years post hire date	5%
Step six (6)	5 years post hire date	5%
Step seven (7)	6 years post hire date	5%
Longevity	10 years post hire date	5%
Longevity	15 years post hire date	5%
Longevity	20 years post hire date	5%

NOTE: The Fire Chief has the authority to withhold a step increased based on a poor performance review. A work improvement plan would be required with the steps required for the employee to meet the performance level required by the District to achieve the next step.

B. Part Time Employees: The step increase program for part time employees includes seven steps. Step one will be at time of hire and the starting wage range will be determined by the Board of Directors after consult with the Fire Chief. The Fire Chief will set the actual starting wage based on experience, education, licenses and certifications. Below is the matrix for the step increase program including both the timeline and step increase.

Step one (1)	Time of Hire	Wage set by the Fire Chief within wage scale set by the Board
Step two (2)	1 year post hire date	5%
Step three (3)	2 years post hire date	5%
Step four (4)	3 years post hire date	5%
Step five (5)	4 years post hire date	5%
Step six (6)	5 years post hire date	5%
Step seven (7)	6 years post hire date	5%
Longevity	10 years post hire date	5%
Longevity	15 years post hire date	5%
Longevity	20 years post hire date	5%

NOTE: The Fire Chief has the authority to withhold a step increased based on a poor performance review. A work improvement plan would be required with the steps required for the employee to meet the performance level required by the District to achieve the next step.

SECTION 15. COST OF LIVING ALLOWANCE (does not include Volunteer FF's)

- A. Each year on July 1st all full time, part time and work back employees will receive a cost-of-Living adjustment of their wage on that date based on Portland CPI second half of the year prior. This adjustment will be a minimum of 1.5% and a maximum of 4.0%. It is noted that seasonal employees are not eligible for a cost-of-living allowance.
- B. To bring the full-time staff wages more in line with their peers, the Cost-of-Living Allowance for 2024, 2025 and 2026 will be a catch-up and Cost of Living allowance will be 5% each year. This will include the following career positions Firefighter/Engineer, Lieutenant and Captain. All other staff will receive the adjustment as per paragraph A.

SECTION 16. RETIREMENT PROGRAM

The Employee will be entitled to fully paid retirement benefits through the Public Employees (PERS) retirement system to include both the employer's and employees' contribution.

ARTICLE XIV Work Policies

SECTION 1. HOURS OF WORK

- A. The regular work schedule consists of an 8-hour day and 40-hour week beginning Monday morning and ending Friday evening. The normal work day is usually from 8 a.m. to 12 noon, and from 1 p.m. to 5 p.m. Scheduled hours, differing from the regular work schedule, may be initiated if such change is required by District operation and allowed by law. Note: hours of work for payroll purposes are set in the Compensation section of the employee manual.
- B. The shift work schedule consists of a 48-hour shift followed by 96 hours off and will not follow a standard work week but is considered a 56-hour work week. The normal work day will begin with start of shift at 8:00 a.m., assigned work and daily duties will be performed between the hours of 8 a.m. to 12 noon, and from 1 p.m. to 5 p.m. After 5 p.m. the shift employee will remain on shift in the station on standby to answer any and all alarms as required. This schedule will be for both days of the assigned 48-hour shift.
- C. The part-time work schedule normally consists of an 8-hour day and a scheduled hour cap per week based on individual position. This normally begins Monday morning and ending Friday evening. The normal work day is usually from 8 a.m. to 12 noon, and from 1 p.m. to 5 p.m. Scheduled hours based on an agreement between the Fire Chief and the Employee and will be based on the needs of both the Fire District and where possible the needs of the employee. Note: hours of work for payroll purposes are set in the Compensation section of the employee manual.

SECTION 2. CONDUCT AND PERSONAL APPEARANCE

- A. Public Relations – All District employees are engaged in public relations work. Favorable impressions created by the employee's courteousness do a great deal in developing good will and support for the District. Therefore, employees are encouraged to conduct themselves in a manner which will be a credit to them, their fellow employees, and the District. An employee should take pride in their job and make every effort to advance the District's interest wherever possible, to defend it against unjustified criticism, and to be of genuine service to the people of the District.
- B. Personal Appearance – Personal appearance, appropriate to the employee's position, is important in gaining favorable public opinion of the District's services. Neatness, cleanliness, and good grooming are expected of each employee.

SECTION 3. EMPLOYEE ATTENDANCE

Non-attendance is defined as:

- A. Absence – The failure of an employee to report during the hours they are scheduled to work.
- B. Excused Absence – The employee has notified their immediate supervisor of an acceptable reason for an absence; reasons include illness, personal or family emergency. Permission to be excused is the supervisor's decision. Excused absence is to include all provisions of the new sick time law enacted on January 1, 2016. The full text of the law and administrative rules adopted by the bureau are available at www.oregon.gov/boli.
- C. Unexcused Absence – Failure to notify the immediate supervisor of an absence prior to the beginning of the scheduled work time. If an employee sought, but denied permission to be absent and still chooses to be absent, this absence will be unexcused.
- D. Tardiness – Employee absence at the beginning of the scheduled time of work. Employees are expected to arrive to work on time and be ready to start work at the beginning of their assigned work period.
- E. Absenteeism – Employees absent from duty without being on sick leave, vacation time or as otherwise authorized, will be considered unable or unwilling to perform their duties, and will be subject to disciplinary action which may result in termination. It is recognized, however, that certain special cases, such as recent employment without opportunity for accrual of leave time, or temporary medical or personal situation occurring subsequent to employment and beyond the control of the employee, absence with no accrued leave available to the employee may be required. Such absence shall be excused at the sole discretion of the fire Chief. In considering such excuse, the Fire Chief may require a doctor's certification or such other proof of need as deemed necessary. However, continuation or repetition of such absence, extending to an accumulation of more than 3 working days in any calendar year may be excused only under special circumstances.

SECTION 4. ATTENDANCE PROCEDURE

- A. Unexcused Absence – All unexcused absence shall be without pay. Any employee who is absent two consecutive workdays without authorization is subject to dismissal.
- B. Tardiness – The supervisor will meet to discover the reason for tardiness. If there were no extenuating circumstances for repeated tardiness, the supervisor will write a reprimand to be put in the employee's personnel file. Although there is no set number of reprimands to be used as a basis for termination, continued tardiness is sufficient cause for termination.
- C. Mandated Court Service - Employees subpoenaed and thereby legally required to serve as a witness in a court trial will be excused from normal duties for this purpose and will receive their regular wage from the District. This includes use of sick leave time for any court appearance for a domestic violence lawsuit. Upon receiving a subpoena, it is the responsibility of the employee to present it to the Fire Chief to arrange time off duty.
- D. Voluntary Court Witness - Employees not subpoenaed but, desiring to act as a witness on a voluntary basis may do so providing the time off duty is authorized by the Fire Chief. Such time off duty will be leave without pay, unless it is taken as vacation time and shall be in increments of one hour.

SECTION 5. LEAVES OF ABSENCE

The District will grant unpaid leaves of absence to help alleviate difficult situations which may arise during an employee's career with the District. Leaves of absence will be allowed for personal, medical, pregnancy, parental, family, and military service reasons. A leave of absence is a special agreement between the District and an employee establishing a special relationship and requiring special rules. In effect, it is a request by an employee for an extended period of absence from the job for certain reasons, after which the employee expects to return to employment. It is a promise by the District that for good reason, the District will allow the absence, and expects to re-employ the employee. In each case, the agreement is a mutual one, with value received by both parties (the employee gets time away and re-employment; The District retains an experienced employee, etc.).

- A. Medical Leave – A leave of absence for medical reasons may be allowed for illness or of an on-the-job injury of an employee, and will be allowed only after all banked sick leave, unused holidays and banked vacation time is exhausted. A written statement of need will be required from the attending physician indicating the type of illness and probable length of time needed on leave.
- B. Parental Leave - An employee of the Charleston Rural Fire Protection District must be employed for at least 90 days to qualify for parental leave. Leave may extend up to 12 weeks after the birth date, or if the baby is born prematurely, until it reaches a development stage equal to 12 weeks. Any employee who has adopted a child may take a leave of up to 12 weeks after the date they take custody. Both parents may not be on parental leave at the same time, nor take more than a combined total of twelve weeks of leave. A written notice of intent to take parental leave must be given to the District at least thirty days prior to the leave. Unpaid parental leave will be provided after all banked sick leave and then all banked vacation leave have been used. When an employee returns from leave, they must be restored to the former or an equivalent job without loss of seniority or service credits. If that is not possible, the employee must be reinstated to another available, suitable position.
- C. Pregnancy Leave – If a pregnant employee of the Charleston Rural Fire Protection District is unable to perform her regular job duties, the District may offer her help to handle any strenuous work or transfer her to a less strenuous or hazardous position for the pregnancy's duration. If the employee is unable to perform the duties of any available job offered, or there is no other job available, the District will grant a leave of absence for a reasonable period of time. Unpaid pregnancy leave will be provided after all banked sick leave and all banked vacation leave has been exhausted. When an employee returns from leave, she will be restored to her former job or an equivalent job without loss of seniority or service credits. If that is not possible, she shall be reinstated to any other position that is available and suitable.
- D. Family leave – To be eligible for family leave, an employee of the Charleston Rural Fire Protection District must be a full-time employee and worked for the District for at least six (6) months. An employee may take up to 12 weeks leave within a two-year period to care for a seriously ill spouse, parent, parent-in-law, or child, or a sick child requiring home care. Unpaid family leave will be provided after all banked sick leave and all banked vacation leave has been exhausted. An employee will be reinstated in their former or equivalent position unless the position has been eliminated due to changed business circumstances. If that has occurred, an employee must be reinstated in another available and suitable job.
- E. Military Leave – Employees who enter military service-including regular active duty, required active duty in the National Guard or Reserves, and National Guard or Reserves basic training-will be granted a leave of absence for as long as the term of enlistment, induction or call-up lasts. Employees attending National Guard or Reserve summer camp

will receive a maximum military leave in any one calendar year of not more than 15 days, without loss of pay, time or regular leave, or any impairment of efficiency rating or other rights and benefits to which they are entitled.

- F. The Fire Chief will establish and maintain specific procedures for granting and administering leaves of absences for all employees. Requests for personal leave must be submitted in writing to the Fire Chief and will include the reason for and the length of leave requested. Granting of personal leave will be on an individual basis and as operating conditions permit. District benefits will not accrue during leave of absence. All benefits will continue to be paid by the District until leave becomes unpaid for over 5 working days.

SECTION 6. MILITARY SERVICE

Any employee, who serves under the Universal Military Training and Service Act, or similar acts, will be entitled to all benefits applicable under existing state and federal laws.

SECTION 7. REST PERIODS

Each employee will be provided a 15-minute rest break in the morning and in the afternoon. Rest periods will be provided for every 4-hour work period as close to the middle of the work period as conditions permit.

SECTION 8. DRIVER'S LICENSE

All personnel who operate District vehicles must have and carry a valid Oregon Driver's license and will have passed an emergency driver class approved by the Fire Chief. The District will periodically check the driving record of all employees operating District owned vehicles. The Insurance Company may request that a District employee who is convicted of a series of traffic infractions, or is convicted of a serious traffic offense, be removed from the list of qualified drivers of District vehicles. In the event an employee is removed from the District's list of qualified drivers and the employee's position requires operation of a District vehicle, that employee may be discharged. The insurance company will not distinguish between accidents that occur during working hours or off duty. Your complete driving record determines your status as a qualified driver.

SECTION 9. COMPANY VEHICLES

Vehicles owned by the District are well marked and are easily recognized by the public. When you are furnished a vehicle in your work, remember that it is to be used for official business only. When you operate a vehicle, you are representing the District, so drive safely and courteously. Employees are not to give rides to hitchhikers. When traveling by automobile on District business, you are asked to use vehicles owned by the District whenever possible. If it is necessary to use your own car, you will be reimbursed. If you are involved in an accident with a District vehicle, comply with all traffic laws and notify the Fire Chief or Duty officer as soon as possible. The Fire Chief or his designee must be notified and decide wrecker is needed and who will be requested. All personnel who operate District Vehicles, and their passengers, shall wear the installed safety restraints at all times.

SECTION 10. USE OF DISTRICT PROPERTY

The District's property and equipment will not be used by either its employees or the public for any personal purposes, whether during or after business hours, unless approved by the Fire Chief. District property and equipment will not be used for personal gain.

SECTION 11. EMERGENCY EVACUATION

In an emergency, such as fire or natural disaster, employees evacuating the District' buildings should use the closest exit to their location. In the event that a designated exit is blocked, an employee should use the nearest alternate exit.

SECTION 12. POLITICAL ACTIVITY

No employee shall use their official authority or influence to further the cause of any political party, Issue or candidate for nomination or election to political office. No employee shall solicit any money, influence, service, or other things of value, or otherwise promote or oppose any political committee or promote or approve the nomination or election or any person to public office while on the job during working hours. Nothing in this section, however, is intended to restrict the right of any employee to express their political views.

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Division 3: Volunteer Policy

ARTICLE I Definition

A volunteer for the Charleston Rural Fire Protection District is any member approved by the Fire Chief and the recruit review committee and/or the sleeper review committee for the purpose of volunteering services as an active Firefighter, EMT, or Support Services Member, and from here on in this document will refer to them as member.

ARTICLE II District Rights

SECTION 1. The District has and will retain the exclusive right and power to manage and direct the Volunteer forces, including the right to:

- A. Direct the volunteers.
- B. Appoint, promote, transfer, and assign.
- C. Suspend, demote, discharge or take any disciplinary action.
- D. Take any action necessary in order to maintain the efficiency of the Fire District and determine the methods, means, manner and personnel by which services shall be rendered.

SECTION 2. The right to make reasonable Rules and Regulations shall be considered an acknowledged function of the District and nothing is intended to or is to be construed in any way to interfere with the recognized prerogative of the District to manage and control the Fire District.

SECTION 3. All volunteers covered by this policy, shall possess the right to appeal through the grievance procedure as provided by the terms of this volunteer policy.

ARTICLE III Reaffirmation of Policy on Equal Employment Opportunity

The Charleston Rural Fire Protection District is an equal employment opportunity employer and does not discriminate against volunteers or applicants on the basis of race, religion, color, sex, age, national origin, handicap, veteran status, or any other status or condition protected by applicable federal/state laws, except where a bona fide occupational qualification applies.

Charleston Rural Fire Protection District will:

- A. Recruit, appoint, train and promote persons in all volunteer positions without regard to race, religion, color, sex, age, national origin, handicap, veteran status, or any other status or condition protected by applicable federal/state laws, except where a bona fide occupational qualification applies.
- B. Insure that all personnel actions such as reimbursement, District sponsored training, education, tuition assistance and social and recreational programs will be administered without regard to race, religion, color, sex, age, national origin, handicap, veteran status, or any other status or condition protected by applicable federal/state laws, except where a bona fide occupational qualification applies.

If a member has a suggestion, problem, or complaint with regard to equal employment, they should contact the Fire Chief.

ARTICLE IV Open Door Policy

In order to maintain open communication channels and constructive working relationships, the District maintains an open door policy. This policy encourages supervisors to respond to a member's complaint or suggestion when it is presented, and it encourages members to follow the proper channels when presenting a complaint or suggestion. The policy works in the following way:

- A. First, take your concern to your immediate supervisor or officer in an effort to resolve the situation.
- B. Second, If your discussions with your supervisor or officer do not resolve the matter to your satisfaction, you may take your concern or suggestion up the chain of command.
- C. Finally, if your discussions with the Fire Chief fail to achieve satisfaction, you may take it to the Board of Directors after advising the Fire Chief of your intention.

While complete satisfaction may never be guaranteed, every effort will be made to find a just and workable solution to each situation. At any stage of this process, this policy encourages full and open communication by both parties as a means of resolving the problem. No members shall be penalized for utilizing the Open Door Policy.

ARTICLE V Positions/Classification Titles and Descriptions

Each position will have a title to reflect a position's particular function and level of responsibility. This title will also serve as the title of the person holding the position.

The duties and responsibilities of every position shall be written and available in the Administrative office to all employees.

ARTICLE VI Appointment Practices

- A. Qualifications - the District shall select volunteers on the basis of experience, ability, training, education, and other qualifications for the work to be performed.
- B. Minimum Qualifications- Each candidate for a position shall possess at least the minimum qualifications for that position, as stated in the position description.
- C. Minimum Age- Applicants must be 18 years old.
- D. Membership in the CRFPD Volunteer Organization will be approved by the Fire Chief. All persons seeking membership as a volunteer for the CRFPD must be 18 years of age or older. Apparatus drivers shall comply with current District insurance requirements and retain a valid Oregon Drivers License appropriate for the apparatus to be operated. The District shall obtain a driving record for all volunteers authorized to operate District vehicles annually.
- E. Total number of volunteers for the CRFPD shall not exceed 40.

ARTICLE VII Retention of Membership Records

- A. Personnel file- The Fire Chief maintains a personnel file for each member which contains only pertinent information. A separate reimbursement file will be kept also.
- B. Medical File- The Fire Chief maintains a medical file for each member which contains only pertinent medical information.
- C. Confidentiality - The District will protect the confidentiality of all personnel information in its records and files except where it is deemed public record by federal/state laws.

- D. Personnel Access to Personnel File - An employee who wishes to review the contents of that member's personnel file may do so. The Fire Chief will remain present with the member during review.
- E. Inaccurate Information - The District guarantees the right of personnel to correct inaccurate information and express disagreement with information in their records.
- F. Terminated Member - A terminated employee may request a copy of their personnel file for up to sixty days after date of termination.
- G. Records will be retained in accordance with the state and federal laws of records retention.

ARTICLE VIII resignation

If a volunteer resigns from the District, a written resignation should be submitted stating the reasons for resignation and all equipment must be returned immediately upon resignation.

ARTICLE IX Volunteer Health and Safety

Safety Programs- The District will comply with all state and federal requirements, including the development and maintenance of an Occupational Safety and Health Act compliance document, and where applicable, all EPA requirements. The District is committed to providing the highest safety and health standards possible. For more details, consult our standard operating guidelines.

ARTICLE X Harassment

The Charleston Rural Fire Protection District believes that each member has the right to a work environment that is free from harassment due to sex, age, color, creed, religion, national origin, handicap, or marital status.

Harassment is defined as conduct which substantially interferes with an employee's or member's performance of job duties or creates an intimidating, hostile or offensive working environment, or adversely affects an employee's employment opportunities or member's active duty opportunities.

Any employee or member who has a complaint of harassment at work by anyone, including supervisors, co-workers, or visitors, is urged to bring the matter to the attention of the Fire Chief so that we may investigate and deal with the problem. Employees and members may bring their complaint to their supervisor, officer or the Fire Chief. If the complaint involves someone in the employee's direct chain of command, or if the member is uncomfortable discussing the matter with their direct supervisor, the employee is urged to go to one of the other management people.

The Charleston Rural Fire Protection District shall ensure that an environment free of harassment exists throughout all areas of the District. Charleston Rural Fire Protection District will not tolerate any form of harassment. Substantiated incidents of harassment will result in disciplinary action, up to and including termination.

Harassment of employees or members in connection with their work by non-employees or non-members may also be a violation of this policy. Any such harassment should be reported, and appropriate action if possible will be taken

ARTICLE XI Sexual Harassment

The Charleston Rural Fire Protection District strongly disapproves of and does not tolerate sexual harassment of any kind. All employees and members must avoid offensive or inappropriate sexual behavior at work and are responsible for assuring that the workplace is free from sexual harassment at all times.

The Charleston Rural Fire Protection District's policy specifically prohibits: unwelcome sexual advances; requests for sexual acts or favors, with or without accompanying promises, threats, or reciprocal favors or actions; any other verbal or physical conduct of a sexual nature made to an employee or member when submission to such a conduct is made either explicitly or implicitly a condition of an individual's employment or appointment. It is also a violation of this policy when; submission to or rejection of such conduct by an individual is actually used as the basis for employment decisions; such conduct has the purpose or effect of substantially interfering with an individual's work performance; or such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Examples of prohibited conduct, but are not limited to: lewd or sexually suggestive comments; off-color language or jokes of a sexual nature; slurs and other verbal, graphic or physical conduct relating to an individual's gender; or any display of sexually explicit pictures, greeting cards, articles, books, magazines, photos or cartoons.

Any employee or member who has a complaint of sexual harassment at work by anyone, including supervisors, co-workers, or visitors, is urged to bring the matter to the attention of District's management immediately, so that we may investigate and deal with the problem. Employees and members may bring their complaint to their supervisor, officer or the Fire Chief. If the complaint involves someone in the member's direct chain of command, or if the member is uncomfortable discussing the matter with their direct supervisor, the member is urged to go to one of the other management people listed in this statement.

The District will investigate all complaints and will endeavor to handle these matters expeditiously in a professional manner so as to protect the offended individual.

Substantiated incidents of sexual harassment will result in disciplinary action, up to and including discharge.

ARTICLE XII Drug and Alcohol Policy

SECTION 1. All employees shall report to work free of the influence of alcohol, **marijuana**, or illegal controlled substances.

SECTION 2. While on the job, on District property, or in a district vehicle, all employees are prohibited from the unauthorized or illegal use, possession, sale, or assistance in the sale or transportation of alcohol, **marijuana**, or controlled substances.

SECTION 3. Employees undergoing medical treatment with prescription drugs which might impair ability to perform their work in a safe and efficient manner, shall report such treatment to the Chief.

SECTION 4. The District encourages employees and their family members who have alcohol or controlled-substance-abuse problems to deal with them voluntarily. Assistance is available through several agencies in the area or by personal contact with the Fire Chief or other Chief Officer.

ARTICLE XIII Discipline

The objective of any disciplinary action is to improve the performance, efficiency, and morale of the District. Discipline may be corrective or punitive. The District will determine which is appropriate, based on the severity of the infraction. Supervisors may discuss improper or inadequate behavior with the member in order to correct the problem(s) and to avoid the need to exercise disciplinary action, depending upon the situation. When a District employee engages in unproductive or undesirable behavior, which the District desires to correct, the following procedures are suggested, but not required:

- A. Verbal Warning* - Verbal warnings may be given to direct a member's attention toward early correction of unproductive or undesirable behavior. Verbal warnings should state the following: reason(s) for the verbal warning, future behavior expected of the member, and possible future disciplinary action for failure to comply. A written copy of the warning, signed by the member, shall be placed in the member's personnel file, and a copy will be given to the member.
- B. Written Warnings* - Written warnings may be given to correct unproductive and undesirable behavior which continues after the giving of an oral warning or for unproductive and undesirable behavior the repetition of which cannot be permitted. The written warning shall state the following: reason(s) for the written warning, future behavior expected of the member, disciplinary action being taken at the time, and possible future disciplinary action for failure to comply. A copy of the warning, signed by the member, shall be placed in the employee's personnel file, and a copy will be given to the employee.
- C. *Note: - The above procedures are suggestions only. They are not cumulative or required. The District recognizes that certain unproductive and undesirable behavior cannot be corrected. The District recognizes that it may desire to attempt to correct certain unproductive or undesirable behavior and that it may wish to pursue other options, including immediate suspension upon the occurrence of certain unproductive or undesirable behavior. It is not necessary that these warnings be given prior to termination or in any particular sequence.
- D. At Will Members - All members are appointed at the will of the District. There are no contractual procedures for termination. Nothing in this manual shall be construed as giving employees any contractual rights.
- E. Disciplinary Problems – Where the following problems occur with the members, disciplinary action may be involved. This list is not considered to be all-inclusive, but merely illustrates typical problems.
 - Motivational problems
 - Refusal, without reasonable cause, to perform the assigned job
 - Failure to perform work assigned in an efficient manner.
 - Being wasteful of material, property, or working time
 - Willful violation of established safety rules
 - Falsification of established safety rules
 - Falsification of records
 - Unauthorized use of District property
 - Violation of policies and procedures, including those established by the volunteer and employee policies.
 - Discourteous and disloyal conduct
 - Insubordination
 - Disregard concerning personal appearance, dress, or hygiene

- Abusive language or conduct toward the public and/or fellow members
- Provoking or instigating a fight; fighting during District activities or while representing the District
- Breach of discipline
- Accepting gifts, fees, or other valuable things in the performance of official duties of the District, not in compliance with Oregon Revised Statutes
- Inability to get along with fellow employees so that work performance is hindered or below required standards
- Reporting for duty under the influence of alcohol or drugs; or possession or use of drugs or alcohol on the premises. Violation of the Drug and Alcohol Policy
- Harassment
- Theft
- Willful destruction of District property
- Criminal conduct on representing the District.

ARTICLE XIV Compensation, Reimbursement & Incentives

SECTION 1. TRAVEL POLICY

When volunteers travel on District Business (for meetings, workshops, seminars, etc.) the District will pay all reasonable travel-related expenses. Travel expense advances may be obtained by submitting a Travel Expense form.

SECTION 2. CALL AND DRILL REIMBURSEMENT

A. Reimbursement will be on a monthly basis and paid as follows:

- The District will pay each Volunteer \$10.00 per call meeting the criteria for the call out and \$10.00 per drill attended at a maximum of 1 drill per week. Drills include any formal training supported by the District.

B. The District will pay the reimbursement on the following schedules as selected by each member. These options can only be changed in December each year and at the time of becoming a Volunteer.

Option 1: paid monthly on the 10th of the following month

Option 2: paid quarterly on the 10th of March, June, September and December

Option 3: Paid semi-annually on the 10th of June and December

Option 4: Paid annually on the 10th of December

ARTICLE XV Benefits

SECTION 1. WORKER'S COMPENSATION

State law requires that all Volunteer Firefighters be covered by worker's compensation insurance. The District pays a percentage of each member's estimated salary equivalent on the basis of job classification and responsibilities. The benefits of this insurance cover only job-related injuries and illnesses, and include doctor bills hospitalization, and lost-time compensation.

A. Injuries/ Illnesses on the Job – A member should report all accidents/ incidents, no matter how slight, to their supervisor immediately. If a member needs to see a doctor, they should complete the "worker" portion of the Report of Occupational Injury or Disease (Form 801), and return to the Fire Chief. After they have seen the Doctor, the member needs to inform the Fire Chief of the physician's findings. If a member is unable to return to the job right away, the member should inform their supervisor of their condition and progress after each visit to their Doctor. The District's aim is to help injured workers recover and return as productive members of the work

force as soon as they are able. The District will make every effort to bring an injured worker back to work by providing modified work.

- B. Disability Pay for injuries/ Illnesses on the Job -When regular members are injured while performing District work, they shall receive worker's compensation benefits, provided the member has a valid worker's compensation claim for the purpose of figuring the worker's compensation benefits an amount of \$1,500.00 per month has been agreed upon as the monthly assumed wage.

SECTION 2: LIFE INSURANCE

The District provides group life insurance in accordance to applicable laws, for regular full-time employees and volunteer firefighters under a group term life insurance program. Coverage is 24 hours a day for all members and there is no premium cost to the employee for this benefit. For more information about this life insurance policy and coverage, contact the Fire Chief.

SECTION 3. UNEMPLOYMENT INSURANCE

Volunteer Firefighters are eligible for unemployment from the Charleston Rural Fire Protection District in accordance with state laws.

SECTION 4. EDUCATION TUITION

When the Fire Chief recommends that a member have some specific additional training, the District may provide the education and tuition necessary. Likewise, if the District puts a member in a new position that demands additional training, the District will provide the necessary training.

SECTION 5: LENGTH OF SERVICE AWARD

- The Board may cancel the program at any time for any reason.
- The Chief of the District shall manage and review the program and recommend changes as from time to time may be necessary.
- Any person who is an active volunteer with the District (as herein defined) shall be eligible to participate in the program.
 - An active volunteer is a volunteer who is attending no less than two drills per month and not less than four association functions a year.
 - A volunteer may apply for leave of absence from District service for up to one year and upon return remain in service for a minimum of one year to retain eligibility.
 - Any volunteer on the active roster on or after January 1, 1998 is eligible for disbursement.
- For each year of active service a volunteer will be credited \$100.00 which will be paid to the volunteer upon his or her fifth anniversary of consecutive active service and each fifth anniversary of consecutive service thereafter.
- The length of service award will be paid to the volunteer directly to the volunteer less state and federal withholdings.

ARTICLE IV Attendance and Participation Policies

SECTION 1. CONDUCT AND PERSONAL APPEARANCE

Public Relations – All District employees and volunteers are engaged in public relations work. Favorable impressions created by the their courteousness do a great deal in developing good will and support for the District. Therefore, members are encouraged to conduct themselves in a manner which will be a credit to them, their fellow members, and the District. A member should take pride in their job and make every effort to advance the District's interest wherever possible, to defend it against unjustified criticism, and to be of genuine service to the people of the District.

Personal Appearance – Personal appearance, appropriate to the member’s position, is important in gaining favorable public opinion of the District’s services. Neatness, cleanliness, and good grooming are expected of each member.

SECTION 2. MEMBER ATTENDANCE

Non-attendance is defined as:

Absence – The failure of a member attend the minimum of two (2) drills per month.

Excused Absence – The member has notified their immediate supervisor of an acceptable reason for an absence; reasons include illness, personal or family emergency. Permission to be excuse is the supervisor’s decision.

Unexcused Absence – Failure to notify the immediate supervisor of an absence prior to the beginning of the month. If a member sought, but was denied, permission to be absent and still chooses to be absent, this absence will be unexcused.

Absenteeism – Members absent from duty without being excused, will be considered unable or unwilling to perform their duties, placed on reserve firefighter status, and will be subject to disciplinary action which may result in termination. Such absence shall be excused at the sole discretion of the Fire Chief.

SECTION 3. ATTENDANCE REQUIREMENT

Unexcused Absence – Any member who is absent two consecutive months without authorization is subject to dismissal.

SECTION 4. LEAVES OF ABSENCE

The District will grant leaves of absence to help alleviate difficult situations which may arise during a member’s career with the District. Leaves of absence will be allowed for personal, medical, pregnancy, parental, family, and military service reasons. A leave of absence is a special agreement between the District and a member establishing a special relationship and requiring special rules. In effect, it is a request by a member for an extended period of absence from the District for certain reasons, after which the member expects to return to active duty. It is a promise by the District that for good reason, the District will allow the absence, and expects to re-activate the member. In each case, the agreement is a mutual one, with value received by both parties (the member gets time away without disciplinary action; The District retains an experienced member, etc.).

The Fire Chief will establish and maintain specific procedures for granting and administering leaves of absences for all members. Requests for personal leave must be submitted in writing to the Fire Chief and will include the reason for and the length of leave requested. Granting of personal leave will be on an individual basis and in the privacy of the Fire Chief’s Office on a one on one basis, and as operating conditions permit. There shall be no more than 3 members on leave of absence at any one time. Length of service does not accrue during Leave time.

SECTION 5. MILITARY SERVICE

Any member, who serves under the Universal Military Training and Service Act, or similar acts, will be entitled to all benefits applicable under existing state and federal laws.

SECTION 6. DRIVER'S LICENSE

All personnel who operate District vehicles must have and carry a valid Oregon Driver's license and will have passed an emergency driver class approved by the Fire Chief. The District will periodically check the driving record of all members operating District owned vehicles. The Insurance Company may request that a District member who is convicted of a series of traffic infractions, or is convicted of a serious traffic offense, be removed from the list of qualified drivers of District vehicles. In the event a member is removed from the District's list of qualified drivers and the member's position requires operation of a District vehicle, that employee may be demoted or discharged. The insurance company will not distinguish between accidents that occur during duty time or off duty. Your complete driving record determines your status as a qualified driver.

SECTION 7. COMPANY VEHICLES

Vehicles owned by the District are well marked and are easily recognized by the public. When you are furnished a vehicle in your work, remember that it is to be used for official business only. When you operate a vehicle, you are representing the District, so drive safely and courteously. Members are not to give rides to hitchhikers. When traveling by automobile on District business, you are asked to use vehicles owned by the District whenever possible. If it is necessary to use your own car, you will be reimbursed. If you are involved in an accident with a District vehicle, comply with all traffic laws and notify the Fire Chief or Duty officer as soon as possible. The Fire Chief or his designee must be notified and decide if a wrecker is needed and who will be requested. All members who operate District Vehicles, and their passengers, shall wear the installed safety restraints at all times.

SECTION 8. USE OF DISTRICT PROPERTY

The District's property and equipment will not be used by either its members or the public for any personal purposes, whether during or after business hours, unless approved by the Fire Chief. District property and equipment will not be used for personal gain.

SECTION 9. EMERGENCY EVACUATION

In an emergency, such as fire or natural disaster, members evacuating the District' buildings should use the closest exit to their location. In the event that a designated exit is blocked, a member should use the nearest alternate exit.

SECTION 10. POLITICAL ACTIVITY

No member shall use their official authority or influence to further the cause of any political party, Issue or candidate for nomination or election to political office. No employee shall solicit any money, influence, service, or other things of value, or otherwise promote or oppose any political committee or promote or approve the nomination or election or any person to public office while on duty. Nothing in this section, however, is intended to restrict the right of any employee to express their political views.

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Division 4: Resident volunteer Firefighter Policy

ARTICLE I Purpose

The policy outlined below details those policies governing the resident volunteer program.

ARTICLE II Authority & Responsibility

The resident volunteer will generally fall under the direction of the Program Coordinator, Assistant Coordinators, or Shift Supervisor. All Resident volunteers will be considered volunteer firefighters for administrative purposes.

ARTICLE III Requirement/Expectations

- A. Resident Volunteers will be governed under Division 3: Volunteer Policy unless specific policies are addressed under Division 4: Resident Volunteer Policy.
- B. To be considered for a Resident volunteer position, individuals must complete a Fire District application and be interviewed by the Fire District Resident volunteer Committee. This Committee makes recommendations to the Program Coordinator, (who has final approval), after consultation with the Fire Chief.
- C. While in the Resident volunteer program, resident volunteers will reside at the fire station while on-duty. If resident volunteers choose other residence for off-duty hours, it must be within 10 minutes of any Charleston Fire Station.
- D. Resident volunteers must be in good, sound physical and mental condition. All Resident volunteers, once accepted, will be required to submit to a physical examination by the Fire district physician. The cost of this physical will be paid for by the Fire District. Unsatisfactory exam findings could result in dismissal from the program.
- E. During the 1st Resident volunteer year, each student must successfully complete the following training, NFPA Firefighter 1, NFPA Driver/ Operator, NFPA Apparatus equipped with fire pump, Hazardous Materials Operations level, and level "C" CPR.
- F. All resident volunteers are expected to achieve either a First Responder or EMT B Certifications within one year of acceptance into the Resident volunteer program.
- G. The Program Coordinator reserves the right to remove any Resident Volunteer from their position at any time after consultation with the Fire Chief. Any student removed from the program will have seven (7) days to move out of the fire station.

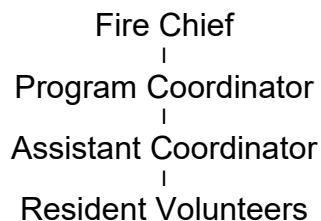
Exceptions to this article require approval by the Fire Chief.

ARTICLE IV Pay and Benefits

- A. Trading of shifts will be allowed. Trades **must** be turned in 72 hours prior to leaving and have prior authorization and will be made between resident volunteers or with volunteers. Trades will only be authorized for family, work and school obligations. If a trade is approved with a volunteer, the resident volunteer will still be required to be active for the same number of shifts. **For emergencies, authorization may be given on a case-by-case basis.**
- B. All resident volunteers will receive a tuition reimbursement per term according to the chart below. Resident Volunteers will be reimbursed under the volunteer reimbursement program in accordance with Division III for alarms and drill attended outside their assigned work experience time (duty shift).
 - 1. 2.50 GPA: \$750
 - 2. 2.75 GPA: \$1,000
 - 3. 3.00 GPA: \$1,500
- C. All resident volunteers must maintain a 2.50 Grade Point Average to remain in the program, resident volunteers that drop below the 2.50 grade point average will have one term grace period to improve above the 2.50 or will be removed from the program.
- D. Due to many of the Fire Science classes receiving only S/U grades that do not reflect in the Grade Point Average an "S" will be considered a "B" and a "U" an "F" and the Grade Point Average adjusted to reflect this for a more accurate Grade Point Average.

ARTICLE V Supervising Body

- A. The Resident volunteer Program will be managed by a Program Coordinator and an assistant coordinator assigned by the Fire Chief.
- B. The Program Coordinator shall have the responsibility of administration, monitoring and periodically evaluating the Resident volunteer program.
- C. The Program Coordinator may select a member to act as Shift Supervisor to coordinate duties and assignments as well as evaluating student operations and performance. The Shift Supervisor will make reports to the Program Coordinator and or the Assistant Program Coordinator.
- D. The Program Coordinator will report the program status to the Fire Chief as needed or as requested.
- E. Resident volunteer Program Chain of Command: Normal Operations



Note: Resident volunteers will follow all orders given by all Line officers for task assignments at all times.

ARTICLE VI: Discipline

- A. Resident volunteers are subject to the disciplinary policy listed in the Division 3 Volunteer Policy
- B. Resident volunteers failing to follow the regulations set forth herein will be accountable to the Program Coordinators.
- C. All resident volunteers are expected to understand the organizational chain-of-command. As such, all ranking officers in the Fire District will be afforded the respect due to their position. Any overt display of disrespect or failure to follow a direct order may be grounds for immediate removal from the program.
- D. All disciplinary action is subject to the review of the Program Coordinator and the Fire Chief.

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DIVISION 5: GENERAL COMMENTS

ARTICLE I Addendum

SECTION 1. This document supersedes all pervious documents of the same or older vintage and any rules, regulations or S.O.G.'s conflicting with the context thereof.

SECTION 2. Nothing herein aforementioned shall be construed as discrimination against any individual on the basis of race, religion, color, creed, age, sex, national origin or disability, pursuant to the non-discrimination and harassment policy of the CRFPD.

SECTION 3. Should any portion of this document be in direct conflict with or become in conflict with, any applicable federal, state or local law, it shall not affect any other portion of this document.

ARTICLE II Ratification Date

Policy Approved This 15th Day of May 2024 by the Charleston Rural Fire Protection District Board of Directors in accordance with Resolution 24-002.

Article III Forms

SECTION 1. District Policy Receipt Acknowledgment Form:



District Policy Receipt Acknowledgment Form

As an employee of **The Charleston Fire District**, I acknowledge the following:

I have been provided a copy of, given access to the **Fire District policy manual including the Harassment and Whistleblower Policies**. I understand that the Policy contains important information. I have both read and understood the information in the Policy and have asked a Chief Officer for the clarification of any information I did not understand.

I acknowledge the Policy is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment and in accordance with the law this policy. I understand this Policy supersedes all prior policies, and understandings related to the subjects it contains.

The **Fire Chief with approval of the Board of Directors** are the only persons authorized to make changes to the Policy and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is “at-will” and either the organization or I can end the relationship at any time, with or without reason or notice. The Fire Chief under the direction of the Board of Directors is the only person who has the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand.

Employee Signature

Date

Print Employee's Name

NOTE: This signed form should be inserted into each employee’s personnel file.