

Welcome to the Fern Creek Fire Department and The Fern Creek Fire Protection District

We are pleased to have you as an employee. You are an “at will” employee. We know that your contributions will assist us in remaining a leader in this community. This manual has been prepared to give you a ready reference to answer most of your questions regarding some of the policies, procedures, and benefits of the Department/District. You are expected to familiarize yourself with this manual and keep it as a handy guide and ready reference throughout your employment here.

This manual supersedes all previous manuals, policies, and practices, which are in any way inconsistent with the contents of this manual. Questions concerning the material contained in this manual should be directed to your Supervisor. The District reserves the right to change and/or modify its personnel policies and practices at any time. The Fern Creek Fire Protection District’s Board of Trustees must approve any changes or modifications. Any employee may recommend an amendment to the policy manual by submitting the suggestion in writing to their Supervisor. The Supervisor shall review the suggestion and submit it to the Board of Trustees with a recommendation.

This handbook does not create a contract of employment between the Fern Creek Fire Protection District and its employees. Employees are subject to disciplinary action under KRS 75.130. No Supervisor, Officer or other representative of the FCFPD other than the Board of Trustees has the authority to enter into any agreement with you regarding the terms of your employment that changes your status or deviates from the provisions of this handbook.

All Firefighter employees must follow all written documents, including, but not limited to, the rules and regulations, by-laws, S.O.P.s, and interdepartmental memos of the Fern Creek Fire Department. Firefighter employees are also responsible for keeping current with all changes made to such documents.

Please note:

Any reference to the Fern Creek Fire "Department" also includes the Fern Creek Fire Protection District.

The Board of Trustees will make the final decision for any changes, problems or requests a paid employee might have that cannot be resolved by his/her Supervisor.

MISSION STATEMENT

It shall be the mission of the Fern Creek Fire Department to provide quality fire protection and emergency services to the citizens of our community.

SAFETY POLICY STATEMENT

It is the policy of the Fern Creek Fire Protection District to provide and operate with the highest possible levels of safety and health for all members. The prevention and reduction of accidents, injuries, and occupational illnesses are the goals of the FCFPD and shall be the primary considerations at all times. This concern for safety and health applies to all members of the FCFPD and to any other person involved in fire department activities.

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EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of this District to provide equal employment opportunities to all employees and applicants for employment without regard to race, religion, color, sex, age, veteran status, national origin, or disability. This policy extends to all aspects of employment opportunity including; hiring, compensation, benefits, promotion, transfer, layoff, recall, reduction in force, termination, retirement, placement, training, and all other privileges, terms and conditions of employment.

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IMMIGRATION LAW COMPLIANCE

Fern Creek Fire Protection District is committed to employing U.S. citizens and aliens who are authorized to work in the United States and will not unlawfully discriminate on the basis of citizenship or national origin. As a condition of employment and in compliance with the Federal Immigration Reform and Control Act (IRCA) of 1986, each new employee must complete an Employment Eligibility Verification form (form I-9) and present documents that establish identity and employment eligibility. If proper identity and employment eligibility documents are not provided, an employee will not be allowed to continue employment.

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FAMILY AND MEDICAL LEAVE POLICY

Revised 04/12/2016

The Family Medical Leave Act of 1993, as amended (FMLA), requires covered employers to provide up to 12 weeks (or 26 weeks of Caregiver Leave, as defined) of unpaid, job-protected leave to an eligible employee for certain family and medical reasons.

The District has adopted this policy to implement the terms of the FMLA. An Eligible Employee is entitled to family and medical leave (FM Leave) on the terms and conditions stated in this policy.

Situations covered under this policy may also be covered by other District leave policies. In that case, the leave will be subject to both policies, to the extent the other policy is not more restrictive than this FMLA policy.

Definitions:

CONTINGENCY OPERATION – means a military action, operation, or hostility against an enemy of the United States, as defined by the United States Code.

CONTINUING TREATMENT – means that an employee (1) must receive treatment by a health care provider at least two times within 30 days of the first day of incapacity, unless extenuating circumstances exist; (2) must see a health care provider within seven days of the first day of incapacity; and (3) must visit the health care provider in person.

COVERED ACTIVE DUTY – means:

1. In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 of the United States Code.

COVERED SERVICEMEMBER – means:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on a temporary disability retired list, for a serious injury or illness; or
2. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

EXIGENCY LEAVE – means any leave for a Qualifying Exigency arising out of the fact that an employee's Qualifying Family Member is on Covered Active Duty or has been notified of an impending call or order to Covered Active Duty in the Armed Forces. Certain retired military members may also qualify if called to Covered Active Duty.

MILITARY CAREGIVER LEAVE – means leave for an Eligible Employee, who is the Spouse, Son, Daughter, Parent, or Next of Kin of a Covered Servicemember, to care for the Covered Servicemember who incurs a Serious Injury or Illness while in the line of duty on Covered Active Duty in the Armed Forces.

NEXT OF KIN – means the nearest blood relative of the individual other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provision, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave under the FMLA.

PARENT – means the biological, adoptive, step or foster father or mother, or an individual who stood In loco parentis to an employee when the employee was under the age of eighteen (18). This term does not include parents ‘in law.’”

PERSONAL INJURY – means any non-industrial, non-company related injury.

QUALIFYING EXIGENCY – means one or more of the following non-medical, non-routine activities:

- Short-notice deployment;
- Military events and related activities;
- Childcare and school activities;
- Financial and legal arrangements;
- Counseling;
- Rest and recuperation;
- Post-deployment activities; and/or
- Additional activities as agreed upon by the employee and the Company.

QUALIFYING FAMILY MEMBER – means a spouse, parent, son, or daughter of the employee.

SERIOUS HEALTH CONDITION - means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider, including but not limited to:

- Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility; or

- A period of incapacity requiring absence of more than 3 consecutive, full calendar days from work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or

- Any period of incapacity due to pregnancy or prenatal care; or

- Any period of incapacity or continuing treatment due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or

- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer’s, stroke, terminal diseases, etc.); or

- Any absences to receive multiple treatments (including any period of recovery) following an accident or injury or for a condition that likely would result in incapacity of more than 3 consecutive, full calendar days if left untreated (e.g., chemotherapy, radiation, physical therapy, dialysis, etc.).

- A serious health condition does not typically include conditions such as: cosmetic treatment, the common cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), routine health examinations, routine eye examinations, routine dental or orthodontia problems, and periodontal disease, regardless of the duration, unless inpatient

care is required or complications arise.

SERIOUS INJURY OR ILLNESS – means:

1. In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or
2. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of 5 years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy, a "serious injury or illness" is a qualifying (to be defined by the Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces, or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty, and that manifested itself before or after the member became a veteran.

SON OR DAUGHTER – means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis, who is under eighteen (18) years of age or, if eighteen (18) years of age or older, is incapable of self-care because of a mental or physical disability.

SPOUSE – means a husband or wife, as defined by or recognized under the applicable State law.

ELIGIBILITY FOR MEDICAL LEAVE

An employee qualifies for the leave described in this section if all of the following conditions are met:

1. The employee worked for the Company for at least 12 months over the past 7 years;
2. The employee worked for the Company for at least 1,250 hours during the 12 months before leave begins; and
3. The employee works at a location in the United States or any territory or possession of the United States where at least 50 employees are employed by the Company within 75 miles.

REASONS FOR LEAVE

To qualify for leave, the employee must be taking the leave for one of the reasons listed below:

1. Birth or Placement of Child: To care for a child after birth, adoption or placement in their home for foster care, if the leave is taken within one year of the birth, adoption or placement of the child; or
2. Family Member's Serious Health Condition: To care for the employee's spouse, son, daughter, or parent who has a serious health condition; or
3. Employee's Serious Health Condition: Because of the employee's own serious health condition that makes the employee unable to perform their job; or
4. Military Exigency Leave: Because of any "qualifying exigency" (as defined) arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (as defined) or has been notified of an impending call or order to covered active duty in the Armed Forces; or
5. Military Caregiver Leave: In order to care for a "covered servicemember" (as defined) with a "serious illness or injury" (as defined), if the employee is the spouse, son, daughter, parent, or "next of kin" (as defined) of the covered servicemember.

LENGTH OF LEAVE

With respect to the reasons for leave set forth in paragraphs 1-4 above, an eligible employee is entitled to a total of 12 workweeks of FM Leave during a 12-month period measured from the date the employee begins a FM Leave rather than a calendar or fiscal year. An employee's right to leave for the birth or adoption of a child ends 12 months after the child's birth or placement with the employee.

With respect to the reason for leave set forth in paragraph 5 above (Military Caregiver Leave), an eligible employee is entitled to a total of 26 workweeks of leave during a single 12-month period measured forward from the date the employee's first FM Leave to care for a covered servicemember begins. During the single 12-month period described in this paragraph, an eligible employee's total FM Leave entitlement is limited to a combined total of 26 workweeks of FM Leave for any qualifying reason.

SPOUSES EMPLOYED BY THE SAME EMPLOYER

1. If a husband and wife are both employees of the District, the aggregate total number of workweeks of leave to which both employees are entitled will be limited to 12 workweeks if the leave is taken for any of the following reasons:
 - (i) Birth or Placement of a Child;
 - (ii) Family Member's Serious Health Condition;

- (iii) Employee's Serious Health Condition; or
 - (iv) Military Exigency Leave.
2. If a husband and wife are both employees of the District, each parent may take up to 12 workweeks of leave to care for a newborn child with a serious health condition.
 3. If a husband and wife are both employees of the District, and one or both employees take Military Caregiver Leave, alone or combined with any of the types of leave in subparagraphs (i)-(iv) above, the aggregate total number of workweeks of leave to which both employees are entitled will be limited to 26 workweeks.

INTERMITTENT LEAVE

In some cases, employees may take intermittent leave or may work a reduced number of hours instead of taking consecutive weeks of leave. When medically necessary, leave may be taken intermittently or on a reduce schedule for the following reasons:

1. Family Member's Serious Health Condition;
2. Employee's Serious Health Condition;
3. Military Caregiver Leave; and
4. Military Exigency Leave may be taken on an intermittent or reduced schedule.

Otherwise, the leave permitted under this policy shall not be taken by an employee intermittently or on a reduced work schedule unless the District and the employee agree otherwise.

When intermittent leave or working a reduced number of hours is medically necessary, the Chief and/or Board of Trustees must approve this arrangement. In case of medical necessity, the Chief and/or Board of Trustees and the employee will work together to agree on an acceptable arrangement, subject to the approval of the health care provider. If an employee requests leave on an intermittent or reduced leave schedule (where the need for intermittent or reduced schedule leave is foreseeable), the Chief and/or Board of Trustees may require the employee to transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than the regular employment position of the employee.

ADVANCE NOTICE

When leave is foreseeable, such as for the birth of a child or for a planned medical treatment, employees must give the Human Resources Department at least 30 days' notice. Employees should contact the Human Resources Department as soon as they know they will need to take leave. Employees who have no reasonable excuse for failing to give 30 days' notice may have the beginning date of their leave delayed. Employees must provide the District with sufficient information for the District to determine whether leave should be granted.

When employees cannot give 30 days' notice, they should give notice as soon as is reasonable and practicable. Absent extenuating circumstance, this generally means employees should call the Human Resources Department the same day or the next day they learn they need leave.

CERTIFICATION

The District will require certification before approving FM Leave, as follows:

1. Certification for Employee's Serious Health Condition or a Family Member's Serious Health Condition:

The District requires the appropriate healthcare provider to supply certification regarding the date on which the serious health condition commenced, the possible duration of the condition, other appropriate medical facts, a statement that the eligible employee is needed to care for the spouse, son, daughter, or parent and an estimate of the time that the employee may be needed to provide such care, or a statement that the employee is unable to perform the functions of his or her job. Employees should contact the Human Resources Department for the appropriate form. The employee will have 15 calendar days in which to return the certification. If the employee fails to return the certification within the designated time frame, and if the employee cannot show good faith efforts, the employee's FM Leave may be denied. The District may also require that the employee obtain subsequent re-certifications on a reasonable basis.

If the District has reason to doubt the validity of the certification described above, the District may require, at its own expense, that the employee obtain the opinion of a second health care provider designated or approved by the District concerning any information contained in the first certification.

If the second opinion described above differs from the opinion in the first certification, the District may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employee and the District concerning the information contained in the first certification. The opinion of this third health care provider shall be considered to be final and shall be binding on the District and the employee.

The District may contact the employee's or family member's health care provider directly to authenticate and/or clarify the employee's or family member's certification or recertification. If the employee's or family member's health care provider requires HIPAA consent before speaking with the District, it is the employee's responsibility to ensure that the health care provider obtains the required HIPAA consent. If the employee refuses consent, the District may deny the employee's FM Leave.

If the employee's or family member's certification or recertification is missing information, or if the information is vague, ambiguous, or non-responsive, the employee will be notified in writing what information is needed, and the employee will be given 7 calendar days to cure the deficiencies. If the employee fails to return the cured certification or recertification within the 7 calendar days, the employee's FM Leave may be denied.

2. Certification for Military Exigency Leave:

An employee requesting Military Exigency Leave should contact the Human Resources Department for the appropriate form, and the employee will be required to provide one or more of the following:

- (i) A copy of the military member's active duty orders;
- (ii) Proof of dates of the military member's active duty service;
- (iii) Proof of covered family relationship; and/or
- (iv) A signed statement or description of the facts for each particular exigency.

The District may contact an appropriate Department of Defense unit or the applicable third party (e.g. a counselor) directly to verify the employee's certification.

The employee will have 15 calendar days in which to return the certification. If the employee fails to return the certification within the designated time frame, and if the employee cannot show good faith efforts, the employee's FM Leave may be denied. If the requested certification is missing information, or if the information is vague, ambiguous, or non-responsive, the employee will be notified in writing what information is needed, and the employee will be given 7 calendar days to cure the deficiencies. If the employee fails to return the cured certification within the 7 calendar days, the employee's FM Leave may be denied.

3. Certification for Military Caregiver Leave:

An employee requesting Military Caregiver Leave should contact the Human Resources Department for the appropriate form, and the employee will be required to provide one or more of the following:

- (i) Proof of the servicemember's military status;
- (ii) A written statement including:
 - Name of servicemember;
 - Relationship to employee;
 - Branch of military, rank, and current unit assignment;
 - Medical facility or command and control unit the servicemember is assigned;
 - Description of the care to be provided;
 - Estimate of leave needed;
- (iii) Proof of covered family relationship; and
- (iv) Proof of serious injury or illness.

The District may contact the servicemember's health care provider directly to authenticate and/or clarify the certification. If the servicemember's health care provider requires HIPAA consent before speaking with the District, it is the employee's responsibility to ensure that the health care provider obtains the required HIPAA consent. If the employee refuses consent, the District may deny the employee's FM Leave.

The employee will have 15 calendar days in which to return the certification. If the employee fails to return the certification within the designated time frame, and if the employee cannot show good faith efforts, the employee's FM Leave may be denied. If the requested certification is missing information, or if the information is vague, ambiguous, or non-responsive, the employee will be notified in writing what information is needed, and the employee will be given 7 calendar days to cure the deficiencies. If the employee fails to return the cured certification within the 7 calendar days, the employee's FM Leave may be denied.

4. Status and Intention to Return to Work

For all of the above types of leave, the employee must report to the Human Resources Department every 30 days his or her status, intention to return to work, and the date on which the employee will return to work, if known.

PAYMENT DURING FM LEAVE

Short and long term disability as well as accrued paid leave benefits will be counted as part of the 12 week leave or 26 week leave, as applicable. Once an employee exhausts any unused accrued vacation or sick leave benefits, the remainder of the FM Leave will be unpaid, unless EE is receiving short or long term disability benefits.

When a work-related injury qualifies for FM Leave and the employee is receiving workers' compensation benefits, the employee will not be required to substitute any paid leave during the employee's absence from work. However, the leave taken for the work-related injury and the FM Leave will run concurrently.

BENEFITS DURING FM LEAVE

The District will continue to pay any group health insurance benefits during FM Leave on the same basis as if the employee were not on leave. If the employee pays for any or all of his or her coverage, the employee must make arrangements with the Human Resources Department to continue paying for coverage while on FM Leave. Specific information about how to pay for coverage will be provided to the employee when FM Leave is approved. Failure to pay for coverage while on leave may result in loss of coverage.

If an employee decides not to return to work after FM Leave, unless that decision is due to a serious health condition or for reasons beyond the employee's control, the District may recover from the employee the cost of any payments made to continue coverage during the employee's FM Leave. The District may require medical certification that the employee is unable to return to work due to a serious health condition.

RETURN TO WORK

When an employee has been on FM Leave due to his or her own serious medical condition, the District will require a medical fitness-for-duty/return to work certification from the employee's health care provider before the employee will be permitted to return to work. If an employee takes leave intermittently or on a reduced schedule, the District will require a fitness-for-duty/return to work certification from the employee's health care provider every 30 days if reasonable safety concerns exist based on the serious health condition for which the employee is taking intermittent or reduced schedule leave.

Any eligible employee who takes a leave described in this section shall be entitled, on returning from such leave, to be restored to the position of employment held by the employee when the leave commenced or to be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. An employee taking FM Leave as described in this section shall not lose any employment benefit accrued prior to the date on which the leave commenced and will continue to accrue benefits while on leave.

NONDISCRIMINATION STATEMENT

The District will not interfere with, restrain or deny the exercise of or the attempt to exercise, any right to leave provided to employees under any applicable law.

The District will not terminate or in any other manner discriminate against any employee for opposing any practice made unlawful by applicable laws providing leaves of absence to employees.

An employee may file a complaint with the U.S. Department of Labor (1-866-487-9243 or www.wagehour.dol.gov) or may bring a private law suit if the employee's rights have been violated.

STATE FAMILY AND MEDICAL LEAVE LAWS

Employees in some states may have additional family and medical Leave rights by law. This guideline has been modified accordingly with the laws under the State of Kentucky. If you have question about your state's rules or any family and medical leave issue, contact your Human Resources Department.

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MATERNITY LEAVE

Leaves of absence for maternity reasons are treated as a temporary medical condition and all related policies and procedures apply. Pregnant employees are provided protection under Title VII of the U.S. Civil Rights Acts of 1964.

Maternity leave will begin and end at the discretion of the employee and her physician. The employee is required to notify her Supervisor of these dates, as well as any changes that occur. According to the Family and Medical Leave Act, an employee may take up to twelve (12) weeks unpaid leave upon the birth of her child.

104 **MILITARY TRAINING AND DUTY**

Military Training: All employees who are members of the National Guard or any reserve component of the armed services of the United States shall be granted a leave of absence without pay while in training under competent orders.

Military Duty: All employees shall be granted a leave of absence without pay in order to serve in the armed services of the United States. An employee returning from military service shall be restored to the same position or to a position similar to the one last held provided the employee meets the minimum requirements of the position and makes application for reinstatement within a reasonable time after release from military duty, in compliance with all applicable federal and state laws. The employee must have received a discharge other than dishonorable in order to be eligible for reinstatement.

An employee scheduled for military training or military duty in the armed services must present a request for leave of absence to the Chief at least two weeks prior to the last day available for work. The employee must also present a copy of the military orders or a written statement from an appropriate military officer to the Chief.

The employee will not receive pay for the period of leave for military training or duty, but may use any accrued vacation, personal, or sick time during this period if the employee so desires. The Chief must be notified if the employee desires to use vacation, personal or sick during the training period.

105 **HARASSMENT POLICY**

Revised 09/22/2015

GENERAL INFORMATION

1. Sexual, racial, age, religious, or national origin discrimination and/or harassment of individuals are illegal under the terms of Title VII of the Civil Rights Act of 1964, as amended. As such, the Fern Creek Fire Protection District recognizes the above mentioned as forms of misconduct. Additionally, sexual discrimination and/or sexual harassment in the workplace erode morale and impair the ability of the employee to undertake work. For these reasons, such actions are hereby prohibited and will not be tolerated.
2. All employees are responsible for adhering to the policy thereby insuring that the workplace is free of discrimination and/or harassment of any type.

3. Any misconduct, whether it be physical, verbal, visual, or written shall be promptly reported.
4. Complaints will be promptly and confidentially investigated. If found valid, corrective action shall result, including but not limited to termination, as provided by law.

DEFINITION OF SEXUAL HARASSMENT

1. Any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - a. Submission to this type of conduct is made a term or condition of employment.
 - b. Submission to or rejection of conduct by an employee is used as the basis for personnel decisions affecting the employee.
 - c. Conduct has the purpose or effect of:
 1. Interfering with an employee's work performance, or
 2. Creating an intimidating, hostile, or offensive environment.
2. Conduct is judged according to what an objective, reasonable man or woman complainant would consider sexually harassing. The complainant need not suffer any physical or job related injury to be a victim of sexual harassment.
3. Sexual harassment may occur by a man against a woman; a woman against a man; a man against a man; or a woman against a woman. Sexual harassment may occur either at the workplace, or away. It may occur during or after work hours or activity times.
4. Romantic relationships between supervisors and subordinates are never considered legally consenting. If such relationships occur at the workplace, it shall result in the transfer or disciplinary action against one, or both of the participants based on the needs of the organization.

EXAMPLES OF SEXUAL HARASSMENT

1. Unwelcome sexual advances – An employee being pursued by a coworker.
2. Coercion – Being requested or demanded to do something in return for special favors or reprisals.
3. Favoritism – When an employee(s) who submits to sexual favors is rewarded while others who refuse are denied promotions, benefits, or privileges.
4. Indirect harassment – An employee who witnesses sexual harassment, even if he/she is not a direct victim, thus causing an atmosphere of sexual harassment.
5. Hostile environment – Graffiti and displays; suggestive, nude or pornographic pictures; offensive sexual comments; jokes or other actions or statements reasonably viewed by an observer as offensive.
6. Retaliatory discharge – A victim tells the person harassing or employer that he/she will no longer submit to the harassment and is then dismissed for retaliation of this protest.
7. Constructive discharge – When the conditions are so intolerable that a reasonable person would be compelled to quit.
8. Consenting sexual activity in the workplace.

9. Distribution of offensive materials via e-mail or the internet.

RESPONSIBILITY

1. The Fire Protection District may be responsible for acts of sexual harassment in the workplace when the department knows, or should have known, of the conduct and does not take appropriate action. Chief Officers, Line Officers, Board Members, and Trustees are responsible for assuring that the work environment is free from any form of sexual harassment of:
 - a. Applicants for employment
 - b. Employees or members
 - c. Visitors
 - d. Constituents (Citizens we serve)

SUGGESTIONS to follow if you are sexually harassed

1. Admit that the problem exists. Do not assume that the behavior will stop; it may worsen if you ignore it.
2. Tell someone. Sharing your concerns with someone you can trust may help you feel less isolated. Remember, it is not your fault.
3. Speak up as soon as you realize there is a problem. Tell the person that you find his or her behavior offensive.
4. Write a letter to the offender in which you (1) describe the behavior in objective terms, (2) express your reaction to it and (3) request what you want to happen next. Keep a copy of this letter for your records.
5. Contact the appropriate department official.
6. Keep a detailed record of events. Make note of behaviors, dates, times, places, and witnesses.
7. Make a verbal complaint to the appropriate department official.

PREVENTION

1. Respect other people's values and points of view.
2. Do not confuse friendliness with sexual flirtation or advances.
3. Watch what you say and do; others may misinterpret your intentions.
4. Reverse rolls – Ask yourself how you would feel if somebody else said or did this to you.
5. "No" means "No" ; don't read other meanings into it.
6. Communicate clearly. If you are not sure what someone means, ask for an explanation.
7. Avoid the use of sexist or homophobic language.
8. Be supportive of those who have been sexually harassed.
9. Object to harassment. Do not condone harassing behaviors by silence.

COMPLAINT AND REPORTING PROCEDURES

1. All employees or other persons who believe they have been a victim of, or observed sexual harassment, shall immediately report, in writing, such act to the Chief and/or the Chairman of the Board of Trustees.
2. Any employee who observes or learns of a claim of sexual harassment shall report this, in writing, to the Chief and/or the Chairman of the Board of Trustees.
3. Any employee may, at any time, consult with the Equal Employment Opportunity Commission concerning his/her rights under Title VII of the Civil Rights Act of 1964.
4. Any employee that knowingly files a false accusation of sexual harassment, or any intentional misrepresentation or misapplication of this policy, is in violation of department policy. It may result in disciplinary action up to and including termination.
5. Lodge a written complaint to the appropriate department official. This must be made within 3 months of the last incident. Exceptions to this time limit can be made.

RESPONSE PROCEDURE

Upon receipt of a written sexual harassment complaint, the investigative process shall proceed as follows:

1. The person receiving the complaint may investigate and resolve the complaint, if so requested by the complainant.
2. The complaint shall be directed to the Fire Chief or Board of Trustees if so requested by the complainant; or if the original complaint receiver is unable to resolve the complaint.
3. Any individual who receives an official sexual harassment complaint shall promptly notify, in writing, the Fire Chief and/or the Chairman of the Board of Trustees.
4. Every effort shall be made to protect the confidentiality of the complainant and any witnesses to ensure against any retaliation. Any retaliation is a violation of stated departmental policy.
5. The investigation person shall inform the accused that a sexual harassment charge has been brought against him/her. The investigation person shall make every effort to maintain the confidentiality of the complainant.
6. All investigations shall be completed within thirty (30) days of the filing of the complaint unless certain witnesses or the accused cannot be interviewed within this time frame. The complainant shall be notified of any delay and the reasons.
7. All investigations shall result in a statement of finding(s) pertinent to the validity of the charge(s).
8. All investigations shall be documented in writing. A copy of the disposition report (not the investigator report containing the testimony and names) shall be made available to both the complainant and the accused.
9. Advice pertinent to any recommended action(s) may be obtained from the complainant prior to the administration of discipline. The disposition of the incident shall be presented to the complainant for determination as to whether he/she can accept the disposition. The agreement shall be stipulated in writing and placed in the harassing person's personnel file.

10. The harassing person will be advised of his/her rights for grieving the disciplinary action in accordance with the department's existing disciplinary procedure.

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SENSITIVITY/DIVERSITY TRAINING

Approved by the BOT 11/10/2015

Effective date: 01/01/2016

All employees are required to attend sensitivity and diversity training each calendar year. If the employee is not able to attend the training scheduled by the training bureau, the employee is responsible to contact the EAP and schedule the training with them prior to the end of the calendar year. Failure to comply will result in disciplinary actions up to and including termination.

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DRUG AND ALCOHOL POLICY

PURPOSE

The purpose of this policy is to outline the Department's Alcohol and Drug Free Workplace Policy.

SCOPE

This policy applies to all personnel of the Fern Creek Fire Department.

PROCEDURES

- 1) The Fern Creek Fire Department (FCFD) is committed to providing a healthy and safe environment for its members. The influence of alcohol, use of illegal drugs, and misuse of legal drugs creates an impairment that subjects other members, property and the public to risks of injury and/or damages that would not exist in an alcohol and drug free workplace.
- 2) Members of the FCFD who violate these standards of conduct are subject to disciplinary action under applicable sections of the KRS and face possible reprimand, dismissal, suspension, or reduction in grade or pay. For the purposes of detecting alcohol and illegal drug use/abuse, a drug and/or Breath Alcohol Test will be requested. All tests shall be done in accordance with current applicable statutory or case laws to protect each member's constitutional rights. Refusal to submit to a drug test or alcohol test shall be grounds for immediate suspension and disciplinary action requesting dismissal.

- 3) The FCFD shall retain jurisdiction over all fire department personnel. Notwithstanding, the FCFD reserves the right where administrative procedures fail, to pursue all remedies where deemed appropriate.
- 4) In meeting its responsibilities to its members, the FCFD has an Employee Assistance Program (EAP), which offers assistance to members seeking help for alcohol and/or drug abuse. Once identified, these problems must be addressed. In addition, a list of sources of information for members including counseling, treatment, and rehabilitation services are provided upon request.
- 5) It shall be a violation of the FCFD Alcohol and Drug Free Workplace Policy for any member to be convicted of manufacturing, distributing, possessing or using illegal drugs as defined by applicable Federal and state laws. The illegal use, distribution, or sale of legally prescribed medication is likewise a violation of this policy.
- 6) Possession of any alcoholic substance in or on department property, and/or being at work with a detectable odor of an alcoholic substance on a member's breath (or other reasonable suspicious behavior, including accidents) which when tested results in a Breath Alcohol Content of 0.02% or above, is a violation of this policy. Also, the use of illegal drugs or misuse of prescribed drugs while in a work status is a violation of this policy. Testing shall conform to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines.
- 7) The Fire Chief shall be responsible for administering this policy and for establishing all necessary operational procedures.

DEFINITIONS

- 1) Accident - Any unintentional occurrence of events which leads to property damage, physical injury or death.
- 2) Actual Physical Control - Term referring to driver's or operator's physical position and capabilities which permit someone to control, manipulate, readily set into motion or operation or utilize vehicles, machinery or equipment.
- 3) Alcohol - Any ingested substance-containing alcohol that can produce a mind or body function alteration.
- 4) Breath Alcohol Content - A scientific metric measurement of alcohol from a specific measured sample of breath expressed in percentage form. BREATH: A volume of breath expressed in terms of grams of alcohol per 210 liters of breath.
- 5) Chain of Custody - The ability to identify each person/facility that has control of a sample at any given time from the time the sample is taken until a final disposition occurs.
- 6) Contract Employees - An independent party working for the FCFD under contract, either expressed or implied, written or oral, to provide services or products.
- 7) Critical Incident – Any vehicle accident; incident in which there is one (1) or more fatalities; one (1) or more injuries requiring emergency treatment; or property damage.
- 8) Drug Paraphernalia - Any item used for administering, packaging or transporting illegal drugs
- 9) Drug Test - Tests scientifically designed and medically approved that determine the presence of drugs in the body.
- 10) Drugs - Any chemical substance that adversely alters a mind or body function when entering the body.
- 11) Evidential Breath-Testing Devices (EBTS) – A specifically designed device that is

approved by the National Highway Traffic Safety Administration (NHTSA) and is used by a certified breath alcohol technician following specific breath-testing procedures to collect and analyze breath samples to determine the BAC level. (Used in reasonable suspicion and accident cases).

- 12) Employee - See Member.
- 13) Illegal Drugs - Any chemical substance as defined by federal or state controlled substance statutes (KRS 218A.080) which is illegal to possess, distribute or use unless prescribed by a duly licensed physician or health care worker authorized by law to dispense.
- 14) Integrity Checks - A fail safe mechanism, built into the urinalysis/urine drug screen, which measures the level of certain elements normally found in the body that become abnormal when a urine sample to be tested is diluted or altered.
- 15) Medical Staff - Authorized personnel qualified by license or certification to perform medical procedures.
- 16) Medical Review Officer (MRO) - A licensed (doctor or doctor of osteopathy) specifically contracted by the FCFD who is responsible for receiving results generated by the authorized and approved FCFD drug and alcohol testing program laboratory. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test results, together with the member's medical history and any other relevant biomedical information.
- 17) Member - As defined in KRS 75.100, "member" shall include the chief and all officers, firefighters, and all employees of the Fern Creek Fire Department.
- 18) Other FCFD Personnel - Any other persons associated with the FCFD (including board members, Chaplin, civilian members, recruits, spouses, auxiliary).
- 19) Over-The-Counter Medications - Any chemical substance (defined by Federal, state, or local substance statutes) found commercially available without a prescription, which is legal to purchase, possess and use without medical authorization.
- 20) Positive Drug Screen - The results of an approved medical or scientific test, properly reviewed and approved by a MRO, that reveal the presence of an illegal substance in the human body.
- 21) Prescription Drugs - Any chemical substance that must be prescribed by a duly licensed physician or health care worker authorized to dispense controlled substances, that when taken in the manner prescribed, by the persons whose name appears on the original prescription container is legal.
- 22) Reasonable Suspicion - Whether a reasonable and prudent individual, trained in the symptoms of drug or alcohol abuse would believe, based upon observation, that someone is under the influence of drugs or alcohol; or that based on observation or information that drugs and/or alcohol are being used or stored on FCFD property.
- 23) Substance(s) - As used in this context, a substance is any chemical compound that will adversely alter the mind or body function when entering the body.
- 24) Testing Facilities - Any physical area designed to accurately administer scientific and medically approved tests.
- 25) Under the Influence - Physical or mental behavior that has been adversely altered or impaired by the introduction of drugs or alcohol into the body.
 - A. The presence of any drug or substance in the body that will adversely alter the normal function of the mind or body is deemed to render a member under the influence.
 - B. Any member who's BAC is 0.04% or above is considered under the influence.

- C. A member who operates a FCFD Vehicle or performs safety sensitive functions is considered to be "impaired" if any amount of a controlled substance or alcohol is present in the breath or urine, which results in a BAC of 0.02% or above.
- 26) Urinalysis/Urine Drug Screen - Urine samples are screened for specified drugs and/or their metabolites utilizing enzyme immunoassay (EIA) using defined cutoffs.
 - A. Urine found to be positive by the EIA methodology will be confirmed by gas chromatography mass spectroscopy (GCMS).
 - B. All urine drug screens and confirmations are to be conducted by a laboratory recognized and approved by the College of American Pathologists (CAP) or Substance Abuse and Mental Health Services Administration (hereafter referred to as SAMHSA) (Formerly: National Institute of Drug Abuse (NIDA)).
- 27) Workday – Workday for career employees is anytime they are on the clock. A workday for volunteers is anytime at the firehouse for training, fire runs, or service hours.

PROHIBITED BEHAVIOR:

The following behavior and activities are prohibited under this policy.

- 1) Use, possession, distribution, or sale of alcohol and/or illegal drugs, paraphernalia, or the unlawful manufacture, distribution, dispensation, possession or use of controlled substances on Fire Department property or within Fire Department vehicles.
- 2) Being impaired at any time during the workday (including breaks and lunch) as a result of using (on the job or off the job) alcohol, illegal drugs, misusing a legally prescribed drug, over-the-counter medication, or any other chemical substance is prohibited behavior.
- 3) Being impaired at any time in a department-owned vehicle as a result of using alcohol, an illegal drug, illegal use of a legally prescribed drug or over-the-counter medication, or any chemical substance is prohibited behavior. An exception to this would be if you are impaired and being driven in a department –owned vehicle to be tested or taken to another location.
- 4) Pertaining to driving fire apparatus or other emergency equipment or performing safety sensitive functions:
 - a. Operating or performing any safety sensitive function with a BAC of 0.02% or above, or while impaired at any level by any drug.
 - b. Ingesting any alcoholic substance within eight (8) hours after a Critical Incident.
 - c. Use of any drugs within eight (8) hours after a Critical Incident without medical authorization or under medical treatment (includes prescription drugs).
- 5) Storing in a locker, desk, vehicles, or other places on department premises any illegal drug, drug paraphernalia or alcohol which use or possession of is unauthorized.
- 6) Refusing to provide urine, saliva and/or breath samples for testing when required for cause or for authorized random testing.
- 7) Switching or altering any submitted specimen for testing.
- 8) Testing positive for drugs or alcohol.

- 9) Refusing to complete a medical questionnaire or consent form, or knowingly providing false information on the questionnaire prior to authorized testing for illegal drugs or alcohol.
- 10) Refusing to complete a laboratory chain of custody form after providing a laboratory specimen for testing.
- 11) Failure to report to the member's immediate supervisor and Fire Chief the use of any legal drug which may adversely alter the member's behavior, physical or mental ability.
- 12) Failure to report to the member's immediate supervisor and Fire Chief, any summons, charges, issuance of citations, or convictions relating to incidents involving alcohol or drugs.

DISCIPLINARY ACTION:

All members of FCFD, prior to a "critical incident," "reasonable cause" and "random" testing, may acknowledge their substance abuse by contacting FCFD's EAP provider and entering a certified rehabilitation program without disciplinary action. During this time, the member may use sick or personal time, vacation time, or be placed on unpaid leave for up to 30 calendar days. The member may return to their position, within 30 calendar days, with written medical release from the EAP that the member is able to perform their duties and a negative drug screen is performed. Any member that does not complete the required treatment as prescribed by the EAP or is unable to get a medical release from the EAP will be subject to disciplinary charges pursuant to KRS 75.130 seeking dismissal from the Fern Creek Fire Department. Any treatment or rehabilitation above the three (3) Employee Assistance Program (EAP) sessions are at the member's expense. The Fire Department is not required under the rules (Department of Transportation 39 CFR 40) to provide rehabilitation, pay for treatment, or to re-instate the member in his/her safety sensitive position.

DRUGS

Use of, possession of, or positive urine drug screen and confirmation of the presence of an illegal drug, shall result in the following:

1st Offense:

- a) All personnel shall be immediately suspended with no pay for scheduled work time and charges may be brought seeking dismissal.
- b) If not dismissed, mandatory evaluation by the EAP for drug dependency.
- c) Satisfactory completion of a program for drug abuse counseling and rehabilitation and/or other professional treatment, which has been recommended and approved by the EAP Coordinator.
- d) Upon return to work the employee will be tested as outlined in Paragraph F– Testing in Conjunction with a Treatment Program.

ALCOHOL

Under The Influence - With a BAC of 0.04% or above:

1st Offense:

- a) Any member reporting to work and/or operating or in actual physical control of a FCFD vehicle or equipment shall result in immediate suspension with no pay and disciplinary charges pursuant to KRS 75.130 seeking dismissal from the Fern Creek Fire Department.

Impairment - With a BAC of 0.02% - 0.039%:

1st Offense:

- a) Shall be recommended for suspension with no pay from FCFD duties for 30 calendar days. Shall be removed from safety sensitive work for 24 hours and shall not return to duty before submitting to a “return to duty” test.
- b) Mandatory evaluation by the EAP for alcohol dependency.
- c) Satisfactory completion of a program for alcohol abuse counseling and rehabilitation and/or other professional treatment, which has been recommended and approved by the EAP Coordinator.

2nd Offense:

- a) Shall result in immediate suspension with no pay and disciplinary charges pursuant to KRS 75.130 seeking dismissal from the Fern Creek Fire Department.

TESTING SAFEGUARDS, TERMINOLOGY AND GUIDELINES:

Alcohol and Drug Screening shall be conducted under the following circumstances:

- 1) Drug tests and cut-off levels for random testing for all emergency services personnel, as required by DOT (Department of Transportation), will have a five panel drug test which tests for:

Drug	Screening Limit	Confirmation Limit
Amphetamines	1000 NG/ML	500 NG/ML
Barbiturates	300 NG/ML	300 NG/ML
Benzodiazepines	300 NG/ML	300 NG/ML
Cannabinoids	50 NG/ML	15 NG/ML
Cocaine	300 NG/ML	150 NG/ML
Methadone	300 NG/ML	300 NG/ML
MDMA/Ecstasy	500 NG/ML	500 NG/ML
Opiates	2000 MG/NL	2000 NG/ML
Phencyclidine	25NG/ML	25 MG/NL
Propoxyphene	300 NG/ML	300 MG/NL

- 2) TESTING SAFESTESTING SAFEGUARDS - The following procedures conform to SAMHSA drug testing protocol:

- a. Members required to submit to any drug or alcohol testing will sign, prior to testing, the laboratory form consenting to drug or alcohol testing, and to release the results to the Medical Review Officer (MRO).
- b. All drug and alcohol testing made reference to in this policy shall be performed in accordance with current federal regulations:
 - 1. Clinical Testing will be performed by a fully accredited laboratory and not by any member of the FCFD.
 - 2. Collection and safeguarding of test specimens, with a valid chain of custody shall follow strict chain of custody procedures.
 - 3. Validation by a GC-MS confirmation test and verification of all positive test results by referral to the MRO. All interpretation of drug and alcohol test will be performed by the MRO and not by the testing facility.
- c. Before any action is taken against a member who tests positive, the employee will be given an opportunity to explain the results directly to the Fire Chief.

- 3) Pre-Employment Screening (PES) - The FCFD will conduct pre-employment and/or pre-membership screening designed to prevent hiring individuals who use illegal drugs or individuals whose use of alcohol indicates a potential for impaired or unsafe job performance. All persons being considered for employment/membership will be required to submit to pre-employment alcohol and/or drug screening as part of the pre-employment process.

- a. Should a confirmation test reveal any BAC, the attending physician shall suspend the examination, and the physician shall report the findings to the Fire Chief.

- 4) Reasonable Cause Testing (RCT) - Members will be tested for drugs or alcohol when reasonable suspicion exists to support a belief that the employee is under the influence of drugs or alcohol or that the member's behavior or work performance has been affected by drugs or alcohol. The basis for the decision shall be documented, in writing, by at least two (2) trained supervisors or by professional law enforcement or medical personnel. A determination will be based upon observation and documentation of:

- a. Detection of an alcoholic substance emitting from the member's breath, including detection of "hang-over" odor.
- b. Observation(s) of the member's speech being unusually slurred, or noticeably different without a proper medical reason being given.
- c. Observation(s) of the member's actions or conduct as being noticeably different or impaired and not consistent with normal conduct and without proper explanation.
- d. Observation(s) that the member's appearance, in conjunction with the above, indicates that the member is impaired.

At the request of a supervisor or Fire Chief, the observed member may be required to submit to an independent blood/breath/urine test to determine if the member is impaired. The requested testing is to be done within two (2) hours but no later than eight (8) hours after the observation. All results of such testing will be delivered immediately to the Fire Chief.

5) Post-Critical Incident Testing (PCI) - Any member involved in a vehicle accident unless it is abundantly clear that the member is unlikely to be at fault or a work related accident or incident in which there is one (1) or more fatalities; one (1) or more injuries requiring emergency treatment by a physician; or property damage, shall immediately notify his/her supervisor and the Fire Chief and will be tested for drug use and breath alcohol presence. The Fire Chief or investigating Chief Officer may waive this testing if the vehicle or property damage is minor and documentation can be made for no reasonable cause testing.

a. Such testing shall be conducted:

1. Within two (2)-hours of the incident or
2. Within two (2)-hours of being released from law enforcement personnel while under:
 - a. Detainment;
 - b. Apprehension;
 - c. Questioning; or
 - d. Arrest.
3. But no later than eight (8)-hours after the incident.

6) Testing in Conjunction with a Treatment Program - Members who are participating in a treatment program will be required to submit to random "spot" drug screening at regular and frequent intervals to assure that such members are remaining drug and alcohol free. The duration of such tests will be determined by the counselors at EAP or by the MRO, but could last up to 24 months or more, depending on the circumstances. A "return-to-duty" test will be performed on all members participating in this program prior to returning to their job.

a. Members, who have had a prior confirmed positive result for alcohol and/or drugs under this policy and have a subsequent confirmed positive test for alcohol and/or drugs, shall result in immediate suspension with no pay and disciplinary charges pursuant to KRS 75.130 seeking dismissal from the Fern Creek Fire Department.

7) Random Testing (RAN) - Random Testing means that drug tests are unannounced and that through a random selection process all employees have an equal chance of being selected.

a. The following are pools for random selection:

1. MEMBERS - Members of the Fire District are in a position of public trust. They are members of a highly regulated force that perform dangerous duties. They drive heavy equipment, enter homes of citizens and are involved in highly dangerous activities and emergency "life and death" medical duties and responsibilities.
2. PREVIOUS POSITIVE TEST - Members who have tested positive from any of the above categories of this section are subject to random testing within this pool.

- b. Members selected for random testing through the use of the random selection procedures specified within this policy shall be subjected to testing of their breath or urine for the presence of alcohol and/or drugs within their system.
 - c. During ANY random testing, if a medical staff member of an approved medical facility detects a member to be under the influence of alcohol or drugs, the member may be required to submit to additional breath testing prior to submission of the urine specimen, for the purpose of establishing their BAC.
 - d. Members who have reported to any approved medical facility for testing under this policy and are obviously impaired and have a confirmed BAC test result of 0.02% or above shall be immediately reported by the medical facility to the Fire Chief and the MRO.
 - e. Confirmed positive test results and the corresponding documentation will be reviewed by the MRO for review and investigation.
- 8) Test Location- FCFD will use BaptistWorx during normal business hours & Baptist Hospital East during evenings and weekends to conduct all tests.

107 **Official Position to matters relating to the National Labor Relations Act**

In a resolution dated July 20, 1999, motion made by Charles M. Schmidt SR and seconded by Gerald Swan, the Board of Trustees official position concerning matters covered by the National Labor Relations Act are as follows:

“The Fern Creek Fire Protection District has taken no position concerning any activities of its employees or members under the National Labor Relations Act; no Trustee, Officer, member or any other person has authority to speak for or represent the Fire District in relation to such matters except through written resolution of this Board of Trustees; and any person who comments on such matters is personally responsible and does not speak for the Fire Protection District.”

108 **EMPLOYER-EMPLOYEE RELATIONS**

It is the policy of this District to maintain a positive and constructive relationship between appropriate management personnel and employees based on mutual trust and respect and a commitment to public service.

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PUBLIC RELATIONS

It is the goal of this District to establish and maintain a positive reputation for courteous and responsive service to the public. All employees are expected to take an active interest in the quality and integrity of the services we provide.

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CONFIDENTIALITY OF INFORMATION

It is the responsibility of all employees to safeguard sensitive information of the Fern Creek Fire Protection District. The nature of the operation of the Fire Department and District is dependent upon protecting and maintaining certain confidential information, exempt from the Kentucky Open Records Act. Continued employment with the District is contingent upon compliance with this policy. Confidential information includes records containing information of a personal nature, proprietary records disclosed, pending investigation records, preliminary drafts, notes, correspondence, preliminary recommendations, and records protected from disclosure by Federal and Kentucky law.

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MEDIA RELATIONS

The District believes in cooperating fully with inquiries from newspapers, television, radio and other news media on information appropriate for public knowledge. The Chief or the Chairman of the Board of Trustees must approve any contact with the media. You may not speak on behalf of the Fern Creek Fire Department or Fern Creek Fire Protection District unless specifically authorized to do so.

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GIFTS AND GRATUITIES

Employees are not permitted to accept any item of value from anyone doing business in any way with the Fern Creek Fire Protection District. This includes any vendor, individual, or organization. Employees accepting items will be subject to disciplinary action up to and including termination.

Section 6 (A) and (B) of the Code of Ethics Policy adopted by the Board of Trustees on 07/13/2011, specifically states that any gift with a value of twenty dollars (\$20.00) or more, given to an employee from someone outside the fire district shall be reported in writing to the Board of Trustees within forty-five (45) days of receipt. Also, no employee shall solicit or accept any gift from someone outside the fire district which could be inferred to as an influence to the employee's job duties or performance.

The Code of Ethics adopted by the BOT on 7/13/2011, states many other standards of conduct. Each employee should receive a copy of the policy and sign an acknowledgement page. A copy of the Code of Ethics policy has been included at the end of this handbook.

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INSPECTION OF PROPERTY

Desks, file cabinets and lockers are property of the Fern Creek Fire Protection District. They must be kept clean and are to be used only for work-related purposes. To insure compliance with its rules and regulation, the FCFPD reserves the right to inspect all property of the District without prior notice to the employee and/or in the employee's absence.

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COMPUTER OPERATION

Security – Employees must provide the Chief with all their computer passwords and user-ids to be kept in a confidential file in case of emergency or untimely departure from the Department. All computers and computer files are the property of the District and may be inspected at any time.

Internet – All software available on the Internet must be considered potentially dangerous. It may contain viruses that may damage our system(s). All software retrieved off the Internet must be analyzed for viruses before using. Employees are expected to use good judgement and discretion in the type of information that is accessed.

E-mail – e-mail is intended to be used as a method for members to conduct routine communications and tasks of Department business. Sending, distributing, accessing messages containing offensive, abusive, harassing, defamatory, racist, pornographic, threatening or other inappropriate material is strictly forbidden. Sending or posting confidential Department information outside of the Department is strictly prohibited.

Emails are not private and can be accessed at anytime by the Chief or the Chairman of the Board of Trustees. All emails are subject to the open records laws. The originator (sender) of emails that pertain to the business of the Department should retain all messages in a secure folder.

Refer to the FCFD SOP # 1-900.02 for further explanation.

115 **Out of Town Travel Policy for Paid Firefighter Employees**

06/11/2013 revised

1. “Out of town travel” will be defined as any work-time traveled outside the Louisville area which can not be completed within the employee's normal work hours, including drive time. All out of town travel must be approved by the Chief at least two (2) weeks prior to the actual departure date.
2. All out of town travel request, arrangements, expenses and reimbursements for the Chief must be approved by the Chairman of the BOT.
3. Transportation will be provided by or funded by the FCFPD as approved by the Chief prior to departure.

4. If travel requires the employee to stay overnight, the FCFPD will fund the full lodging cost for the employee only. This does not include an accompanying spouse or guest. All overnight accommodations must be made by the employee prior to departure and approved by the Chief.
5. A per diem allowance will be reimbursed to an employee upon written request after returning from the out of town trip. Requests must be submitted to the Chief within ten (10) days after returning from trip. Expenses covered under the per diem allowance include, but are not limited to, meals, tips, local telephone calls, and baggage charges. The per diem rate is as follows:

Full day (7 hours or more)	\$51.00
½ day (4-7 hours)	\$34.00 (per SOP's)
Up to 4 hours	\$17.00

6. Any additional reimbursement request should be submitted to the Chief within ten (10) days after returning from trip. These additional requests may not always be approved. All original receipts must be included with this request. Alcoholic beverages will not be reimbursed.
7. If cellular service is not available, employees will be allowed one (1) long distance call per day. This call must be no longer than five (5) minutes.
8. Compensated travel time must be discussed and approved with the Chief prior to departure. Following are the guidelines that will be followed:

One day Travel – Employee will not be reimbursed for the time spent traveling from his/her home to the commercial transportation terminal. If the employee is driving the entire trip, then all hours spent driving will be compensated. Breaks for meals will not be included.

Overnight Travel – If the employee is traveling on business for more than one day, they will be paid for time spent in travel (except meal breaks) during their normal working hours on any given day, including Saturday and Sunday. Travel time, as a passenger on an airplane, train, bus, boat or automobile outside of regular working hours is not considered work time and the employee will not be compensated for this. Thus, nighttime travel for employees who normally work during the day is not work time and will not be included as paid time. However, any actual work performed by the employee while traveling is considered to be work time. Moreover, if an employee drives a car without being offered paid transportation from the FCFPD, then travel time is considered work time.

9. Authorization must be received from the Chief to use the District's credit card while traveling.

116 Work related Seminar/Class Attendance and Expense Reimbursement Policy for Paid Firefighter Employees

1. This policy covers all workshops, seminars, classes and tests.
2. All requests to attend a work related class must be submitted to the employee's Supervisor at least three (3) weeks prior to the actual date of the workshop/seminar/class. Upon approval, the Supervisor must then present this to the Chief for approval within three (3) days of notification from employee.
3. The FCFPD will fund the complete registration cost for the employee to attend an approved class. If the employee is unable to attend, the employee may be required to reimburse the District for the expenses of said class. The District will not pay or reimburse the employee for any additional registration or testing fees if he/she is required to retake the class or test.
4. All employees will receive full pay for the actual time in attendance of said class.
5. Actual travel time (to and from class location) must be discussed with and approved by the Chief prior to departure. If the class is outside the Louisville area, employees must follow the travel time guidelines as presented in the "Out of Town Travel Policy".
6. Request for reimbursement for out of pocket expenses must be submitted in writing to the Chief within 10 days following said class. The reimbursement request must include actual receipts and can not exceed \$20.00 per day. These expenses may include, but are not limited to, meals, tips, and local telephone calls. Alcoholic beverages will not be reimbursed. The FCFPD will not reimburse any expense, including meals, which are included in the registration fees. Please note that these additional requests may not be approved for reimbursement.
7. Transportation will be provided by or funded by the FCFPD as approved by the Chief prior to the class.
8. In the event of out of town travel or if an overnight stay is required, see the FCFPD's "Out of Town Travel Policy".

117 DORMITORY POLICY

1. All members will be solely responsible for the cleanliness of their personal living quarters along with the overall cleanliness of the dormitory facility itself. The Chief or his designee will conduct periodic inspections. Members not in compliance with this policy will be faced with disciplinary actions.
2. Any member wanting a personal telephone or cable TV in their personal living quarters will be solely responsible for any cost incurred for installation, service, maintenance and removal when necessary.
3. All members shall be considerate of the rights of other on duty personnel. Loud or excessive noise or boisterous activity will not be tolerated.
4. All members will be totally responsible for the actions of their guest(s) at all times.

- Guest(s) will be allowed in a members personal living quarter, however, the entry door must remain open at all times. **NO OVERNIGHT GUESTS WILL BE ALLOWED.**
5. The kitchen will be left in a clean and organized manner after every use. It is the responsibility of the member(s) using the kitchen to see that it is clean and dishes are washed after every use.
 6. The Fire Department/District will not be responsible for any loss to personal contents due to theft, fire or act of God.
 7. Any changes made to the interior walls, floor or ceiling finish must be approved by the Chief.
 8. All members will be responsible for the repair of the personal living quarters for any damages which are determined by the Chief to be intentional or not normal wear and tear. If it cannot be determined who is responsible for the damages, all members will be assessed for the repairs.

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GUN CONTROL

04/09/13 new

No firearms, as defined in Kentucky Law, will be allowed in the firehouses unless authorized by the Chief or otherwise allowed by Kentucky Law. Disciplinary actions will be enforced to anyone in violation of the KRS concealed carry weapons law.

200

SEPARATION/RESIGNATION

Employees may resign at any time. In order to resign in good standing and be eligible for accrued benefits, employees must give adequate notice of their resignation. An adequate notice is defined as giving at least two (2) weeks or ten (10) working days written notice of resignation, and cooperating in assuring a smooth transition. Written notification must include the employees last intended day of work, reason for leaving and the employee's signature. Employees who follow this procedure may request the use of accrued vacation and personal leave during the resignation notice period provided that the written leave request is submitted and approved, in advance. The leave request will not be considered approved unless signed and dated by the Chief or Chairman of the Board of Trustees.

Employees who are denied leave during the resignation notice period are required to report to work as usual. During this period, employees not on approved leave who do not report to work shall be terminated immediately and will not be eligible to be paid for any accrued leave time and will also not be eligible for re-hire.

All Fire Department uniforms and equipment, including computers, cell phones, pagers, PPE, and key fob, must be returned at the end of employment. Failure to return all fire department issued equipment and uniforms will result in the forfeit of reimbursement for any accrued leave time and the employee will not be eligible for re-hire.

Employees leaving on good standing will receive full compensation for any unused, accrued vacation, personal, and sick time. This will be paid to the employee within fourteen (14) days following the last day of employment.

It is the policy of the District to schedule an exit interview upon the voluntary or involuntary separation of any employee. Firefighting employees' exit interviews shall be conducted by the Chief and the HR Coordinator and non-firefighting employees by a member of the Board of Trustees. A written summary shall be prepared and signed by the employee and a copy will remain in the employee's permanent personnel file. As part of the exit interview, the Chief or the Board member will indicate in writing whether the employee is eligible for rehire.

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DISCIPLINARY ACTIONS

revised as directed by the BOT 12/15/2015

The FCFPD will follow KRS 75.130 guidelines for disciplinary procedures.

Statue provided for reference:

75.130 Discipline of members and employees. (1) Except as provided in subsection (5) of this section no member or employee of a fire protection district shall be reprimanded, dismissed, suspended, or reduced in grade or pay for any reason except inefficiency, misconduct, insubordination, or violation of law or of the rules adopted by the board of trustees of the fire protection district, and only after charges are preferred and a hearing conducted as provided in this section. (2) Any person may file charges against a member or employee of a fire protection district by filing them with the secretary of the board of trustees and by delivering or mailing the charges to the principal fire house in the fire protection district. The secretary shall immediately communicate the charges to the board of trustees by mailing or delivering a copy of the charges to each member of the board of trustees within seven (7) days of receipt of the charges at the principal fire house. The chairman of the board of trustees shall, after conducting or having conducted any inquiry or investigation which may be necessary, determine if probable cause appears. The chairman shall prefer charges to the board of trustees against any member or employee against whom probable cause exists, of conduct justifying the dismissal or punishment of the member or employee. If probable cause does not exist, the chairman shall dismiss the charges. All charges shall be written and shall set out clearly the charges made. The person filing the charges may withdraw them at any time prior to the conclusion of the hearing. The charges may then be dismissed. (3) Charges preferred by the chairman of the board of trustees shall be heard by either the full board or a committee consisting of at least three (3) members of the board

of trustees appointed by the chairman. At the hearing all charges shall be considered traversed and put in issue, and the trial shall be confined to matters related to the issues presented. Within forty-five (45) days after the charges have been preferred by the chairman to the board of trustees, that body, or a committee consisting of at least three (3) members of the board of trustees appointed by the chairman, shall proceed to hear the charges. At least ten (10) days before the hearing the member or employee accused shall be served personally or by registered mail with a copy of the charges and a statement of the day, place, and hour at which the hearing of the charges will begin. The person accused may, in writing, waive the service of charges and demand trial within thirty (30) days after the charges are preferred to the board of trustees. (4) The board of trustees of the fire protection district may summon and compel attendance of witnesses at hearings by subpoena issued by the secretary of that body and served upon the witnesses by any officer authorized to serve court subpoenas. If any witness fails to appear in response to a summons, or refuses to testify concerning any matter on which he may lawfully be interrogated, any District Judge, on application of the board of trustees, may compel obedience by proceedings for contempt as in the case of disobedience of a subpoena issued from the District Court. The member or employee accused may have subpoenaed any witnesses he may desire, upon furnishing their names to the secretary of the board of trustees. The written records of the charges, the hearing, if held, and any other actions or decisions of the board of trustees on the charges shall be kept as an open public record and maintained as required by KRS Chapter 61. (5) When the board of trustees or the chief of the fire protection district has probable cause to believe a member or employee of a fire protection district has been guilty of conduct justifying dismissal or punishment, the board or the chief may suspend the member or employee from duty or from both pay and duty, pending trial, and the member or employee shall not be placed on duty, or allowed pay, until the charges are heard. If the member is suspended, there shall be no continuances granted without the consent of the member or employee accused. If the member suspended is a paid firefighter or an employee, the hearing on the charges shall be conducted within fourteen (14) days after the charges have been preferred by the chairman of the board of trustees. (6) The board of trustees of the fire protection district shall fix the punishment of a member or employee of a fire protection district found guilty, by a reprimand, suspension for any length of time not to exceed six (6) months, by reducing the grade if the accused is an officer, or by combining any two (2) or more of those punishments, or by dismissal as a member or employee of the fire protection district. Effective: July 15, 1996 History: Amended 1996 Ky. Acts ch. 127, sec. 5, effective July 15, 1996. -- Created 1956 Ky. Acts ch. 207, sec. 4, effective February 28, 1956.

202

WORK UNIFORM

Firefighter employees will be provided with, at the District's expense, the appropriate work uniform to be worn, including shoes. This uniform must be kept clean and maintained by the employee.

A neat and well-groomed appearance by employees is fundamental to the District and contributes to building the pride and spirit essential to having an effective fire department. It must be recognized that maintenance of proper public image, personal safety and use of protective equipment, dictate that certain restrictions be placed on the employee's personal hygiene and grooming standards.

All employees shall report to work each day at the start of their shift with a neat and well-groomed appearance. There are many hairstyles that are acceptable. The bulk or length of the hair must not interfere with work performance and/or the normal wearing of a fire helmet or facepiece. No hair style that may impede the seal of a member's face-piece will be allowed: *see SOP 2-200.01 SCBA use*. As long as the employees' hair is kept in a neat manner, the acceptability of the style will be judged by the following criteria:

1. Employees' hair may not extend beyond the eyebrows. The hair may be combed over the ear, but it may not be worn lower than the bottom of the earlobe. The hair may extend to the shirt collar, but not beyond. Sideburns may extend to the bottom of the lowest point of the earlobe, with a maximum width at the base of 1 ½". Mustaches shall be groomed and clean. They may extend 1" beyond the corner of the lower lip. Soul patches shall be groomed and clean. They may extend 1" below the bottom lip. All other facial areas shall be clean-shaven. Hair must never be of such bulk or length that it will jeopardize the personal safety of the employee in the performance of fire or other emergency operations.
2. It is recognized that traditionally acceptable standards for female hairstyles differ considerably from those of males. Items used by female employees to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blends with the hair. Decorative items such as ribbons will not be worn in the hair. Female hairstyles that would normally not conform to the standards outlined in the handbook must be pinned up or secured while engaging in active firefighting duties.

Cosmetics – Female uniformed personnel will be permitted to wear cosmetics of conservative color and amount proportionate with the fire department's image of military discipline and confidence.

The following pertain to all uniformed on duty personnel:

1. Necklaces, crosses, pendants, medallions and bracelets shall not be worn exposed while on duty.
2. Wearing of wrist watches and identification bracelets is permitted if the configuration of the article will not interfere with use of gloves and turnouts and is not subject to catching or snagging due to being loose on the wrists.
3. Women may wear a single studded earring in each ear only. Men shall have no visible piercings.
4. Rings- Members shall be limited to one ring per hand. Wedding sets shall be

considered one ring. Wearing of rings is permitted if the configuration is not overly large or ornate and will not subject the individual to potential injury during routine duty or emergency operations. Rings that interfere with quick donning of gloves are not permitted.

5. Body Piercings- Defined as any piercing other than the earlobe. Visible body piercings are not permitted while in uniform. This includes gauges.
6. Tattoos or body art- Defined as procedure to alter the body's appearance such as branding, piercing (other than earlobe), scarification, tongue splitting, or tattoos. Permitted inasmuch as it does not contain language or graphics that would be offensive to a reasonable person. Prohibited artwork may include, but are not limited to, elements that could be considered prejudicially suggestive including those of race, religion, color, sex, age, national origin, nudity, foul language, etc. Tattoos on the head, neck, face, or hands are not permitted. Members with body art that doesn't meet acceptable criteria have the following options:
 - Cover body art with clothing/uniform.
 - Cover body art with neutral colored patch or elastic bandage, size not to exceed 4" x 4".
 - Have body art removed at member's expense.
 - Cover body art with non-petroleum makeup that matches body skin tone

Employees will be judged by the Chief with appeals to the Board of Trustees.

204

WORK PERIODS

The work period will begin at 7:00 a.m. Sunday and run consecutively through 6:59 a.m. the following Sunday.

204-1

REST BREAKS

All employees will receive a ten minute rest break period for every four (4) hours worked as required by KRS 337.365 This rest period is in addition to the regularly scheduled lunch or meal period(s). No reduction in compensation shall be made for hourly or salaried employees.

While it is understood that firefighters are "on-call" the entire length of their work shift, the 24-hour shift employees will be considered on break during anytime after their regular assigned duties are completed unless responding to a dispatched run or participating in other activities assigned by their Supervisor or the Chief.

It is the responsibility of each employee and their immediate Supervisor to ensure that rest breaks are appropriately taken. By signing their timesheet each pay period, employees acknowledge that all rest breaks were taken as required by law. If the employee feels that adequate time is not given to take the required rest breaks, the employee should file a compliant following the District's Chain of Command.

The standard work period of seven (7) consecutive days shall not exceed forty (40) hours at the regular rate of compensation. With the exception of salaried employees, the rate of one and one-half (1-1/2) times the regular base rate of pay will be paid for any time worked over forty (40) hours. Overtime pay is based on actual hours worked not earned, with the exception of fire runs made during a week paid time off leave is taken. These runs will be voluntarily compensated by the District using the employee's overtime rate as long as the pay period week total is 40 hours or more. The Chief must approve all unscheduled overtime in advance with the exception of fire runs or emergency situations that occur after normal work hours. Failure to get pre-authorization for overtime hours could result in disciplinary action up to and including termination.

If an employee needs to adjust their scheduled work period, they must first get approval from their Supervisor.

If an employee is unable to attend work for any reason, he/she must notify his/her Supervisor as soon as possible with an explanation.

All 40-hour firefighting employees will be required to work the hours assigned by the Chief. All 24-hour shift firefighting employee's shift will begin at 0700 hours. Anyone reporting after 0700 hours will be considered AWOL and subject to disciplinary action. All employees shall report for their shift meeting personal appearance standards and in the uniform of the day. Non-firefighting employees will be required to work the hours assigned by their Supervisor.

Firefighting employees assigned to an eight (8) hour work-shift will receive a one (1) hour paid lunch break to be taken with respect of the other employees.

Firefighter employees are required to attend the regularly scheduled training sessions as specified by the Fire Chief.

Firefighter employees shall respond to all runs dispatched during scheduled shifts, unless elsewhere detailed.

Compensation will include all of time during which the employee is on duty during scheduled or unscheduled periods. This includes, but is not limited to, any approved training, fire school or class taken by the employee in conjunction with the Department. For approved training not on FCFPD premises, employees are required to drive a Fire Department vehicle if available. An employee's work hours will begin when leaving the firehouse for such training and will end upon their return. This time must be logged on the employee's timesheet. To control overtime, employees shall adjust their normal work schedule to compensate for extra hours incurred while attending outside training. Paid work hours will not be given if an employee is taking extra training not paid for, approved by or sponsored by the FCFD.

206

UNSCHEDULED WORK PERIODS

Employee's unscheduled periods include special duties assigned under the direction of the Chief and/or Board of Trustees during times outside the normal scheduled shifts and training sessions.

207

TIME SHEETS

TIME SHEETS shall be turned in to the Bookkeeper by 9:00 a.m. the Monday following the end of a work period. If Monday is a holiday, then timesheets must be turned in to the Bookkeeper by 9:00 a.m. Tuesday. The time sheet shall include a detail of scheduled hours worked, training sessions attended, unscheduled hours worked, including fire runs, and any vacation, sick or personal time taken.

24-hour shift employees –the shift Captain(s) will be responsible for maintaining and completing accurate timesheet(s) for all 24-hour shift employees. The Shift Captain(s) must sign the timesheets and are responsible for the timesheets to be turned in to the Bookkeeper as indicated in the paragraph above.

All other employees must sign their timesheet. Any unsigned timesheet will not be processed until the pay period that follows the acquiring of the employees' signature.

Any falsification of a time sheet will be considered grounds for termination.

208

PAY SCHEDULE

Employees will be paid every other Thursday, with the pay period including the prior two work periods.

209

PROBATION

All new employees will be subject to a ninety (90) calendar day probationary period. After ninety (90) days, the employee's Supervisor will complete an employee job performance review. The Supervisor will then make a recommendation to the Chief and/or Board of Trustees on whether or not to retain the employee.

Supervisors are required to keep a daily log on all probationary employees. This log will become part of the employees personnel file at the completion of their probationary period. This log should document the daily activities and progress of the employee. Each probationary employee will also complete one (1) hour of training over and above any other training that is conducted on their duty day. The only exception to this would be on Mondays. No additional training is necessary. This training should be documented on a regular training sheet and submitted to the Training Bureau. It will be entered into *FireHouse* and to the State's data base.

Drill Credit will not be awarded unless the training is two (2) hours or more. Probationary Sergeant's training should focus on Officer type training and include the training to complete all the necessary paperwork that a Captain would be responsible for.

209-5

PROMOTION PROBATION

All newly promoted employees will be subject to a ninety (90) calendar day probationary period. After ninety (90) calendar days, the employee's Supervisor will complete an employee job performance review. The Supervisor will then make a recommendation to the Chief and/or Board of Trustees on whether or not to retain the employee in their promoted position.

Supervisors are required to keep a daily log on all probationary employees. This log will become part of the employees personnel file at the completion of their probationary period. This log should document the daily activities and progress of the employee. Each probationary employee will also complete one (1) hour of training over and above any other training that is conducted on their duty day. The only exception to this would be on Mondays. No additional training is necessary. This training should be documented on a regular training sheet and submitted to the Training Bureau. It will be entered into *FireHouse* and to the State's data base. Drill Credit will not be awarded unless the training is two (2) hours or more. Probationary Sergeant's training should focus on Officer type training and include the training to complete all the necessary paperwork that a Captain would be responsible for.

The promotion date will become the employee's new annual evaluation date.

210

PERFORMANCE EVALUATION

revised by BOT 6/14/16

All employees will be evaluated within the thirty (30) day period prior to their employment anniversary date or their promotion anniversary date. If the evaluation is satisfactory, a step increase will be given if applicable according to the pay chart. If during the employee's evaluation, the overall performance is reviewed as unsatisfactory, no step increase will be given at that time.

If a step increase has been withheld, the employee will receive a second review within sixty days after the anniversary date. If at that time the employee's performance has improved to an acceptable level, the employee will be granted the step increase if applicable. The increase will be effective at the beginning of the next period following the acceptable performance review. If at that time the performance is still unsatisfactory, then another review will be given within thirty (30) days of the second review. If at that time no improvement has been made, the employee will be subject to termination proceedings under KRS 75.130.

Employees will be given a copy of their evaluation upon completion of each evaluation.

Due to special scheduling needs, 24-hours shift employees may arrange for shift trades from time to time. A trade request form must be completed and submitted for approval three (3) days prior to the date requested. Generally, trades should be made for either 12 or 24-hour periods as indicated on the Trade Request form. Trades shall be approved by both Captains. Trades between Captains shall be approved by the Chief. Approval must be given before the trade is scheduled to begin.

Trades will not be approved between members who are not qualified to perform each others' duties. It is the duty of the Captain to deny trades which, in his opinion, would tend to weaken the strength of the company. If there are extenuating circumstances the Captain will submit the trade request to the Chief for a decision.

A member failing to report for duty on an authorized trade will be considered A.W.O.L. and will be subject to disciplinary action. The regularly assigned member will be off the payroll until the member arrives to complete his/her shift or until a replacement has arrived to complete his/her shift. It is the responsibility of the Shift Captain to insure that the master timesheet reflects this time accurately.

Trades are between individual members and are the responsibility of those individuals, not the District. It is up to the individuals involved to work out a pay back that meets the approval of the Captain/Chief and any existing S.O.P.s.

Example:

1. Jones is to work for White on November 1. On the morning of the 1st Jones reports off sick and cannot work for White. White is held responsible for his tour of duty. If White cannot work or get another qualified member to work, he (White) is absent and off the payroll.
2. If Jones reports to work and some time during the tour of duty Jones reports off for any reason, White must come in or get another qualified member to come in and finish the tour of duty, or White comes off the payroll.
3. If Jones fails to report for duty at all, Jones is A.W.O.L. and White must come in and work, get a third person to work for him or he (White) is absent and off the payroll

The use of a vacation or personal day in lieu of being absent will be at the discretion of the Chief.

Sometimes it may be necessary for a 24-hour shift firefighter to leave for short amounts of time. On those occasions, the Firefighter may arrange for someone of equal rank of the District to stand-by for him/her until they can return. This type of stand-by requires prior approval from the employee's Supervisor.

212

SHIFT CHANGES

All 24-hour shift employees will be given an advanced notice of at least forty-eight (48) hours of any permanent shift changes.

213

FIT FOR DUTY

All firefighting employees will be required to obtain an annual physical and a physical demand screening from an approved physician. A “fit for duty” form must be obtained and completed by the approved physician. Any employee that does not meet the “fit for duty” requirements will be removed from active duty and be required to use sick, personal or vacation time until they can be re-tested and acquire a passing “fit for duty” status. Trades may also be used, but approval must first be obtained by the Chief. Firefighting employees should refer to sections 309 – 312 in the Employee Handbook for other available options. A firefighting employee may also be required to take and pass a stress test if so determined by the physician that conducts the annual physical or by the Chief of the District.

Firefighting employees who are found not capable of performing the “essentials for firefighting”, as described in the employees’ job description, at times other than the yearly physical may be required to undergo an exam by an approved physician and obtain a passing “fit for duty” status.

214

COMMISSARY FUND

Per FCFPD Ordinance 2008-01, adopted by the Board of Trustees November 11, 2008, beginning November 16, 2008, commissary fund will be established for all 56 hour employees. One 56 hour employee will be in charge of managing the commissary fund. All 56 hour employees will be required to contribute \$5.00 to this fund on a bi-weekly basis. In order to ensure adequate funding of the commissary account, the designated 56 hour employee will review the fund periodically and will make a recommendation to the Chief if the contribution amount needs to be adjusted. All contribution changes must be approved by the Chief.

It is mandatory that all 56 hour employees monetarily participate in this program. Failure to participate will result in disciplinary actions up to and including termination.

215

OUTSIDE/SECONDARY EMPLOYMENT

All firefighting employees, with the exception of the Chief, are required to report outside

employment to the Chief. The Chief and non-firefighting employees are required to report outside employment to the Chairman of the Board of Trustees. Information provided will need to include the name, address and phone number of the outside employer, the location and nature of the work and the hours to be worked. This notice is required prior to beginning outside employment.

Approval for outside employment is not required. However, an employee may be required to discontinue certain outside employment, if, in the judgment of the FCFPD, it is felt the outside work creates a conflict of interest or would be harmful to the reputation and credibility of the FCFPD or if the outside work interferes with the employee's performance of duties within the FCFPD.

Materials, information, equipment or other resources of the FCFPD may not be used while performing work outside the FCFPD without permission from the Chief.

Employees who are engaged in outside employment are not eligible for paid sick leave when the leave is used to work on outside employment. Fraudulent use of sick leave will subject the employee to disciplinary action, up to and including termination.

Employees who are off with an on-duty injury may work at their outside employment provided they are following the guidelines provided by their doctor and there is no light duty work available at FCFPD.

216 MAINTAINING CURRENT PERSONAL INFORMATION

addition 04/12/2016

Employees are responsible for keeping the records of their personal information current and should report any changes, in writing, to the HR Department. Changes which may affect an employee's employment records and/or payroll deductions include, but are not limited to the following:

Name	Marital Status/Divorce
Address	Number of Dependents
Telephone Number	Emergency Contact
Bank changes	Beneficiary changes/updates
Birth of Child	Death of dependent/beneficiary

The District is not responsible for payroll tax withholding errors or any loss of benefits (if any) due to an employee's failure to notify the HR Department of important changes.

300 HOLIDAYS

06/11/2013 revised

Forty (40) hour firefighting employees and full-time non-firefighting employees will receive eight (8) hours pay for the following holidays: New Year's Day, Martin Luther King (MLK)

Day(*), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day.

(*) Employees will have the option to use MLK day on the actual holiday or to carry as a floating holiday to be used before the end of the calendar year. 40 hour FF employees and full-time non-firefighting employees will be given 8 hours and 24-hour shift employees, 12 hours, to be used at any time, with the appropriate approval from the Chief or Chairman, during the remainder of the calendar year that the holiday falls in. These hours will be paid as straight time, not overtime; will not be allowed to be carried over into the next calendar year; and cannot be converted into sick time.

All 24-hour shift employees will receive 12 hours of regular pay for each holiday observed. If the 24-hour shift employee's regular shift day falls on an observed holiday, the employee will be expected to work and will receive their regular pay for hours worked plus 12 hours of regular pay. If the 24-hour shift employee's scheduled day off is on a holiday, then they will receive 12 hours of regular pay. This pay is not figured at time and a half.

For forty (40) hour firefighting employees and full-time non-firefighting employees, a holiday that falls on a Saturday or Sunday will be observed on either the preceding Friday or the following Monday to coincide with local custom.

All employees, with the exception of 24-hour shift employees, must work the regularly scheduled workdays before and after the holiday or be on authorized leave (vacation or personal time) to be eligible for holiday pay. On an actual holiday, 24-hour shift employees must work their regular shift or be on authorized leave to be eligible for holiday pay, with the exception of Thanksgiving, Christmas Eve and Christmas Day.

Effective January 1, 2011, no vacation or personal days will be approved for the 24-hour shift employees for the following holidays: Thanksgiving, Christmas Eve and Christmas Day. If an employee is scheduled to work one of the mentioned holidays and is absent, a doctor's note must be provided.

Paid holiday time will not be considered as time worked for the purpose of computing overtime.

Part-time employees will not be eligible for holiday pay compensation.

The District recognizes that some members may wish to observe, as periods of worship or commemoration, certain days which are not included in the Department's holiday schedule. Accordingly, a member who desires to take a day off for such reasons shall be permitted to do so with the advanced approval of the Chief. Consideration will be made for the observance of the normal scheduled holiday.

301

VACATION

revised by BOT 06/14/16

Regular shift full-time employees will be given forty (40) hours vacation after one (1) full year of

employment and each year thereafter. Eighty (80) vacation hours will be given after three (3) full years of employment and each year thereafter. One hundred and twenty (120) vacation hours will be given after ten (10) full years of employment and each year after. One hundred sixty (160) vacation hours will be given after fifteen (15) years of employment and each year thereafter. No more than eighty (80) hours of combined PTO time ~~vacation~~ may be taken at one time. The District understands that circumstances may arise where more than (80) hours of combined PTO time may be requested. The Chief (for FF employees)/Chairman (for Non-FF employees) will evaluate the request and approve or deny the request on a case by case situation. Vacation hours are entered into the employee's PTO bank on their employment anniversary date.

24-hour shift employees will be given sixty (60) hours vacation after one (1) full year of employment and each year thereafter. One hundred twenty (120) vacation hours will be given after three (3) full years of employment and each year thereafter. One hundred eighty (180) vacation hours will be given after ten (10) full years of employment and each year after. Two Hundred Forty hours (240) vacation hours will be given after fifteen (15) years of employment and each year thereafter. No more than one hundred twenty (120) hours of ~~vacation~~ combined PTO time may be taken at one time. The District understands that circumstances may arise where more than (120) hours of combined PTO time may be requested. The Chief will evaluate the request and approve or deny the request on a case by case situation. Vacation hours are entered into the employee's PTO bank on their employment anniversary date.

An employee must submit a personnel action form to his/her immediate Supervisor at least one (1) week prior to the day(s) requested off. Requests submitted within less than one (1) week of requested time off are subject to denial. All firefighter requests are at the discretion of the Chief and will depend on the Department's resources and available staffing.

Effective January 1, 2011, no vacation or personal days will be approved for the 24-hour shift employees for the following holidays: Thanksgiving, Christmas Eve and Christmas Day. If an employee is scheduled to work one of the mentioned holidays and is absent, a doctor's note must be provided.

Vacation time taken cannot exceed 8 hours for regular shift employees and 24 hours for 24-hour shift employees for a regular work day. When using vacation time, the combined total of hours for a regular work day cannot exceed 8 hours for regular shift employees and 24 hours for 24-hour shift employees. With prior approval from the employee's Supervisor, vacation time may be taken in one (1) hour increments.

With the exception of 24-hour shift employees, paid vacation time will not be considered as time worked for the purpose of computing overtime.

No vacation time may be carried over or accumulated into the next anniversary year without the approval of the Fire Chief and/or the Chairman of Board of Trustees.

Unused vacation hours may be converted to sick hours upon the employee's anniversary date. Request must be made in writing to the Fire Chief and/or the Chairman of Board of Trustees.

Part-time employees are not eligible for vacation days.

Regular shift full-time employees will receive eight (8) personal hours during their first year of employment and forty-eight (48) personal hours after one full year of service and each year thereafter; 24-hour shift employees will receive twelve (12) personal hours during their first year of employment and seventy-two (72) personal hours after one full year of service and each year thereafter. Regular shift employees may take no more than eighty (80) hours of combined PTO time at one time. 24-hour shift employees may take no more than one hundred twenty (120) hours of combined PTO at one time. The District understands that circumstances may arise where more than 80 hours (regular shift)/120 hours (24-hour shift) of combined PTO time may be requested. The Chief (for FF employees)/Chairman (for Non-FF employees) will evaluate the request and approve or deny the request on a case by case situation. Personal hours are entered into the employee's PTO bank on their employment anniversary date.

Personal time taken cannot exceed 8 hours, for regular shift employees, and 24 hours, for 24-hour shift employees, for a regular work day. When using personal time, the combined total of hours for a regular work day cannot exceed 8 hours for regular shift employees and 24 hours for 24-hour shift employees. With prior approval from the employee's Supervisor, personal time may be taken in one (1) hour increments.

The employee must submit a personnel action form to his Supervisor, requesting a personal day(s) at least three (3) days in advance. Requests submitted within less than three (3) days of requested time off are subject to denial. All firefighter requests are at the discretion of the Chief and will depend on the Department's resources and available staffing.

Effective January 1, 2011, no vacation or personal days will be approved for the 24-hour shift employees for the following holidays: Thanksgiving, Christmas Eve and Christmas Day. If an employee is scheduled to work one of the mentioned holidays and is absent, a doctor's note must be provided.

With the exception of 24-hour shift employees, paid personal time will not be considered as time worked for the purpose of computing overtime.

Personal leave hours may not be carried over or accumulated into the next anniversary year without prior approval from the Chief and/or the Chairman of Board of Trustees.

Unused personal hours may be converted to sick hours upon the employee's anniversary date. Request must be made in writing to the Fire Chief and/or the Chairman of Board of Trustees.

Part-time employees are not eligible for paid personal days.

Regular shift full-time employees will receive forty-eight (48) sick hours after one full year of service and each year thereafter. 24-hour shift employees will receive seventy-two (72) sick hours after one full year of service. During the 1st year of employment, sick hours will be accrued monthly at a rate of four (4) hours per month for regular shift full-time employees and six (6) hours per month for 24-hour shift employees. After one full year of service, sick hours will be entered into the employee's personnel file on their anniversary date. Sick leave accumulates annually and will be added to the employee's PTO bank on the employee's employment anniversary date. Regular shift full-time employees will have the option to be compensated at his/her regular hourly rate for any accumulated sick hours over two hundred (200) hours, but not greater than the average number of hours worked by the employee in a twelve (12) month period. A 24-hour shift employee will have the same option for any accumulated sick hours over five hundred (500) hours, but not greater than the average number of hours worked by the employee in a twelve (12) month period.

With the exception of 24-hour shift employees, paid sick time will not be considered as time worked for the purpose of computing overtime.

Sick time taken cannot exceed 8 hours, for regular shift employees, and 24 hours, for 24-hour shift employees, for a regular work day. When using sick time, the combined total of hours for a regular work day cannot exceed 8 hours for regular shift employees and 24 hours for 24-hour shift employees. With prior approval from the employee's Supervisor, sick time may be taken in one (1) hour increments.

Employees are requested to contact their Supervisor as soon as possible or at least one (1) hour before their shift begins on the day the sick time is to be utilized. An illness/absence report must be completed and signed by the employee's Supervisor and attached to the employees' timesheet for the appropriated pay period. A doctor's note will be required if you use more than twenty-four (24) consecutive sick hours. Effective January 1, 2011, if a 24-hour shift employee is absent due to illness on any of the following holidays, Thanksgiving, Christmas Eve and Christmas Day, a doctor's note must be provided. Regular shift employees who are unable to return from sick leave after three (3) regular duty days must submit a doctor's note to their Supervisor at the beginning of the fourth duty day and will be required to submit another doctor's note every four (4) calendar days thereafter. 24-hour shift employees who have reported off sick and are unable to report back on his/her next duty day must submit a doctor's note to their Supervisor at the beginning of their next regular duty day, generally the fourth calendar day, and a doctor's note will be required every four (4) calendar days thereafter. Failure to follow this policy will result in disciplinary actions, up to and including termination.

Employees who are engaged in outside employment are not eligible for paid sick leave when the leave is used to work on outside employment. Fraudulent use of sick leave will subject the employee to disciplinary action, up to and including termination.

Part-time employees are not eligible for paid sick leave. Part-time employees are required to contact their Supervisor as soon as possible or at least one (1) hour before their shift begins if he/she will not be able to work their assigned shift.

304

MEDICAL INSURANCE

The employee will be provided with Single hospitalization insurance coverage as approved by the Board of Trustees. In addition to providing Single coverage, the Board of Trustees may also elect to provide additional paid coverage for the employees and his/her family. This paid benefit is at the discretion of the Board of Trustees and may change at anytime. Please check with the Benefits coordinator for current insurance cost and information.

Part-time employees are not eligible for medical insurance coverage.

305

DENTAL AND VISION INSURANCE

Check with the Benefits Coordinator for current insurance cost and information.

Part-time employees are not eligible for dental and/or vision insurance coverage.

306

LIFE INSURANCE

Check with the Benefits Coordinator for current insurance cost and information.

Part-time employees are not eligible for life insurance coverage.

307

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The District cares about the health and well being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. While many employees solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice.

At no cost to the employee, the District provides confidential access to professional counseling service for help in confronting such personal problems such as alcohol, substance abuse, marital and family difficulties, financial or legal troubles and emotional distress. Call Human Development at 589-4357 to contact an EAP counselor.

308

RETIREMENT BENEFIT

Fern Creek Fire Department currently participates in the Kentucky Retirement System for County Employees (CERS). An employee must work an average of one hundred (100) hours a month to be eligible to participate in the CERS. The contribution rates are subject to change from year to year. Further information, including current contribution rates, may be obtained from the Benefits Coordinator.

309

WORKER'S COMPENSATION

Fern Creek Fire Protection District provides worker's compensation for any employee should he/she suffer from a work related injury or illness. The employer pays the full cost of this benefit. Work related illnesses and/or injuries must be reported to your Supervisor immediately, and a written report must be submitted to the Chief. Failure to do so may disqualify you from an excused absence and may result in disciplinary action. All injured employees will be subject to a drug/alcohol screen from an approved physician or medical facility.

An employee will be paid at his/her regular hourly wage rate for time actually and necessarily lost from available work during the normal scheduled work-shift during which he/she suffers an occupational disability compensable under the worker's compensation. After the initial shift in which the injury occurred the payment of lost wages will be directed by worker's compensation laws. If the employee misses over seven (7) consecutive workdays, worker's compensation will begin workers' compensation payments to the employee beginning on the 8th day. If the employee misses over thirteen (13) consecutive workdays, worker's compensation payments will include the 1st –7th missed workdays. The laws covering workers' compensation are very complex. This summary will give only a brief general description. Qualifications and benefits differ for a 24-hour shift employee. Questions should be directed to the Benefits Coordinator.

An employee will have the option to use any accumulated vacation, personal or sick time for compensation during this period. Any vacation, personal or sick hours used during the 1st 7 days will be reimbursed back to the employee's accrual bank unless the employee is off work longer than 14 days – in which case, worker's compensation will compensate the employee. The employee will also have the option to obtain a loan, payable within thirty (30) days of date of check, not to exceed \$500.00, from the District to help cover the delayed compensation.

Medical reports on your progress will be required at least every 14 days beginning with the date of injury by a physician approved by the Fire District.

If twelve (12) months after a worker's compensation claim began the employee is not able to perform the essential duties of the job, the employee may be terminated, pursuant to KRS 75.130. However, upon a determination at anytime by medical authorities that the employee is

permanently disabled from performing the essential duties of his/her job, then the District may dismiss the employee, prior to the twelve (12) month period, pursuant to KRS 75.130.

If worker's compensation and paid disability are not available, the Board of Trustees may approve an advancement of vacation, personal and/or sick time to help compensate for wages lost.

310

LIGHT DUTY

Light Duty is defined as temporary, modified duties for employees with injuries/illnesses that restrict regular job performance or firefighting duties. The Chief and/or the Board of Trustees will make the determination if light duty work is available to an employee. This determination will be based on (a) the essential functions of the job; (b) the skills of the employee; (c) the employee's restrictions; (d) the needs of the District; and (e) the resources of the District.

Light duty assignments will not extend past ninety (90) days and must be completed within one (1) year from the date of injury.

If light duty is determined to be available to the employee, the following conditions must be met:

1. An approved physician has provided the District with medical certification that the employee will be able to return to full duty work within a time period not to exceed twelve months from the 1st day of work lost.
2. Light duty work is available as determined by the Chief and/or the Board of Trustees.
3. A detailed list of the light duty responsibilities has been approved in writing by the physician releasing the employee to light duty.
4. The employee has signed the Light Duty Agreement.

Medical reports on your progress will be required from an approved physician at least every 30 days or as requested by the District.

An employee may be released from light duty to full duty only with a written statement from an approved physician.

311

NON-JOB RELATED INJURY

If you are unable to work due to a non-job related illness or injury, you will be required to

provide the District with medical certification from a Doctor approved by the District. If FMLA applies, you will be notified, in writing, of your FMLA rights and availability. If you are able to return to work for light duty and light duty is available, and has been approved by your physician, you may do so for ninety (90) days as stipulated in the light duty policy. The doctor will be provided with a written description of the light duty assignment and the doctor must provide a written release. If the employee is unable to return to work and perform the essential duties of the job, the employee may be terminated pursuant to KRS 75.130.

If paid disability is not available, the Board of Trustees may approve an advancement of vacation, personal and/or sick time to help compensate for wages lost.

312

UNPAID LEAVE OF ABSENCE

If you find it necessary to be absent from work and you have no available paid leave, you may request an unpaid leave of absence. Firefighting employees must make their request in writing to the Chief and/or the Board of Trustees and non-firefighting employees to the Board of Trustees. This letter must state the reason and expected length of your absence. Management reserves the right to approve, deny, or limit the length of the leave. If an employee takes more than a six (6) months unpaid leave of absence, there will be no job guarantee and the employee may be terminated.

An employee on unpaid leave will be subject to non-eligibility of benefits including health insurance, and accumulation of vacation, sick and personal hours. This will be determined by the Chief and/or the Board of Trustees. The Chief/Board of Trustees will discuss this with the employee before the request for unpaid leave is approved/disapproved.

No unpaid leave of absence will be considered until all paid leave has been taken.

As required by the Family and Medical Leave Act of 1993, you may take up to 12 weeks of unpaid leave if you are unable to work due to a serious health condition, birth of a child, adoption or foster care of a child, or if you need to care for an immediate family member with a serious health condition.

313

DEATH

revised 11/11/2014

In the event of an employee's death, the primary beneficiary shall be entitled to receive the deceased's regular salary for 30 days from the date of the employee's death.

The primary beneficiary will also receive payment for any accrued vacation, personal and sick time remaining at the time of the employee's death.

The District will also pay health, dental and vision insurance premiums (including COBRA) for coverage that was active at the time of the employee's death, for 2 months following the employee's death.

314

FAMILY DEATH

VACATION TIME

Employees may request to receive a monetary advancement against their accrued vacation time. The employee will be required to physically take the advanced hours off from work, prior to their anniversary date, without receiving monetary compensation at that time. All firefighting employees must submit an accrued vacation time advancement request form to the Chief for approval and non-firefighting employees should submit their request form to the Chairman of the BOT. Upon approval the employee will immediately be required to complete a vacation request form specifying the dates that the employee will physically take this leave. The employee must follow normal vacation approval procedures when physically using this time as to allow for adequate coverage.

EMPLOYEE SUGGESTIONS

The Department welcomes the ideas and suggestions of the employees. Suggestions by employees are sometimes excellent cost-saving or efficient ideas. Anything that will help to do the job better or more efficient, improve working conditions, provide better public education or relations, eliminate unnecessary expenses, or provide greater protection, will receive thorough consideration. Please submit any suggestion in writing to your immediate supervisor or the Chief. Although not all ideas can be adopted, every effort will be made to adopt and utilize any practical suggestions.

ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK: This is to certify that I have read this employee handbook and I am familiar with its contents. I understand that I am an employee “at will” and that this is not a binding contract but a set of guidelines for the implementation of personnel policies.

I understand that the Fern Creek Fire Department and Protection District may modify any of the provisions of this handbook at any time, with or without notice, and may deviate from any provision of this handbook at their discretion.

Employee Signature

Employee Name (printed)

Date

Approved by the Board of Trustees on March 13, 2012
Updated 04/09/13 to reflect changes approved by the BOT as of 04/09/13
Updated 01/01/14 to reflect changes approved by the BOT as of 01/01/14
Updated 01/01/15 to reflect changes approved by the BOT as of 01/01/15
Updated 12/08/15 to reflect changes approved by the BOT as of 12/08/15
Updated 12/22/15 to reflect changes as directed by the BOT as of 12/15/15

ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK: This is to certify that I have read this employee handbook and I am familiar with its contents. I understand that I am an employee “at will” and that this is not a binding contract but a set of guidelines for the implementation of personnel policies.

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Employee Signature

Employee Name (printed)

Date

As of 06/14/2016