



# **STONEY POINT FIRE DEPARTMENT INC.** **PERSONNEL & BENEFITS POLICY**

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## SECTION I. IN GENERAL

### **Paragraph 1. Employment Philosophy**

The Stoney Point Fire Department Inc. (SPFD) is an **At Will** employer and employment with the SPFD is an opportunity for public service. It confers no special rights or privileges, but it does impose certain responsibilities and duties. The SPFD expects from all of its employee's honesty, fairness, reliability, diligence, discipline and appropriate skills for the tasks assigned. Nothing in this Employment Policy is designed to take away or diminish any Constitutional, Statutory, Regulatory or Common Law Rights of our employees or to add or supplement any. Employment with the SPFD should be undertaken only in good faith, with a spirit of cooperation and a desire to serve our citizens and tax payers in an appropriate manner.

### **Paragraph 2. Employment Policy**

- a) The employment relationship between the SPFD and the employee is terminable at the will of either any time and with or without cause and with or without notice. No employee, officer, agent or representative of the SPFD has any authority to enter into any agreement or representation, verbally or in writing, which alters, amends, or contradicts this provision or the provisions in these policies. Any exceptions to this policy of at-will employment must be expressly authorized in writing, approved by the board of directors and executed by the officers or Fire Chief as designated by the board of directors.
- b) None of the benefits or policies set forth in these policies is intended because of their publication to confer any rights or privileges upon employees or to entitle them to be or remain employed by the SPFD. The contents of this document are presented as a matter of information only. Although the SPFD believes wholeheartedly in the plans, policies, and procedures described herein, they are not conditions of employment.
- c) These personnel policies are not a binding contract, but merely a set of guidelines for the implementation of personnel policies. The SPFD explicitly reserves the right to modify any of the provisions of these policies at any time and without any notice to employees. Notwithstanding any of the provisions within these policies, employment may be terminated at any time, either by the employee or by the SPFD, with or without cause and with or without advance notice. Likewise, these personnel policies are not an offer that can be developed into a contract by any action or failure to act on the part of the employee.
- d) These provisions for personnel administration remain subject to review and change whenever improvements can be made.

- e) These personnel policies establish a system of personnel administration for the county to recruit, select, employ, develop, and maintain an effective and responsible work force.

### **Paragraph 3. General Purpose**

The purpose of these policies is to establish a personnel system which will recruit, select, employ, develop and maintain an effective and responsible work force. All appointments and promotions of SPFD employees subject to the authority of the board of directors and exercised by the Fire Chief shall be made on the basis of merit, fitness, and demonstrated ability. It is also the policy of the SPFD to foster, maintain, and promote equal employment opportunity (EEO). The SPFD shall select employees on the basis of the applicant's qualifications and without regard to age, sex, race, color, creed, religion, political affiliation or national origin. Applicants with disabilities shall be given equal consideration with other applicants for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of duties when available.

### **Paragraph 4. Coverage**

- a) A "SPFD Employee" in North Carolina is sometimes difficult to categorize due to the variety of special statutes and rules which apply to at will employment. Additionally, the SPFD is a private non-profit corporation with no real ties to other agencies other than by contract, and therefore certain County officials such as the County Manager, the County Attorney, and others have no direct operational correlation with the SPFD. If you have any questions as to the application of these personnel policies, you should contact the clerk to the board of directors or the Fire Chief in writing requesting clarification.

### **Paragraph 5. Definitions.**

Temporary Part Time Employee. A person appointed and/or hired to serve in a position who is regularly scheduled less than nineteen (19) hours per work week? Permanent Employee. A person appointed and/or hired to serve in a position for an indefinite duration and who has served a probationary period of more than twelve (12) calendar months. Completed Year. A period of twelve (12) consecutive calendar months in which the employee is in active pay status or is receiving workmen's compensation payments while on leave without pay. Completed Month. A pay period in which an employee works at least one half the workdays for the purpose of earning benefits.

### **Paragraph 6. Nature of Policy.**

This policy has been promulgated by the Fire Chief as generally authorized by the Board of Directors. It is a guide for all affected employees in dealing with employment issues related to the SPFD; however, it is not an ordinance, binding resolution or contract of employment.



**Paragraph 7. Responsibility of Board of Directors.**

The Board of Directors (hereafter referred to as the Directors) shall approve the established classification and pay plan as presented by the Fire Chief.

**Paragraph 8. Responsibility of the Fire Chief.**

The Fire Chief has been delegated the authority by the Board of Directors to enforce personnel policy and other related rules and regulations. The Fire Chief will be responsible to the directors for the administration and technical direction of the personnel program. The Fire Chief may appoint, suspend, and remove all SPFD employees. The Fire Chief will make appointments, dismissals, and suspensions in accordance with the policies and procedures of this personnel administration policy. When practical the employee will be given a letter of dismissal and the Board of Directors will be apprised of situation with full documentation of issues prior to the dismissal. In the absence of the Fire Chief the responsibilities will be delegated to the Deputy Fire Chief.

**SECTION II. RECRUITMENT AND EMPLOYMENT**

**Paragraph 1. Statement of Equal Employment Opportunity**

It is the policy of the SPFD to maintain a systematic, consistent recruitment program, to promote equal employment opportunities, and to identify and attract the most qualified applicants for employment with the SPFD. This policy is to be achieved by announcing all position vacancies, by evaluating all applicants using the same criteria, and if needed by applying testing methods through the Local Job Service Office (Employment Security Commission). Selection decisions are made without regard to race, color, religion, sex, national origin, political affiliation, non-disqualifying handicap, or age.

**Paragraph 2. Recruitment – Responsibility of the Personnel Director**

The Fire Chief is responsible for an active recruitment program to meet current and projected staffing needs, using procedures that will ensure equal employment opportunities based on job-related requirements. Recruitment efforts are on-going and the recruitment of qualified SPFD volunteer members is encouraged.

**Paragraph 3. Position Vacancy Announcements.**

It is the practice of the SPFD to hire from within its pool of eligible and qualified volunteers. This method allows our volunteers the opportunity for full time employment. All position vacancy announcements shall be posted for a minimum of three (3) working days on all bulletin boards within both stations of the SPFD. If needed announcements can also be posted at the local office of the Employment Security Commission, and the department web-site. Furthermore if no qualified SPFD volunteer members are available additional recruiting efforts utilizing the local media, as appropriate? Position vacancy announcements shall contain, at a minimum, the title, the grade, and the location of the position; the closing date of the announcement; a summary of the duties of the position; a



summary of the basic qualifications; the procedures for making application; and a statement of equal employment opportunity.

**Paragraph 4. Application for Employment.**

The SPFD Application shall be the standard application accepted for any and all position listings unless otherwise specified. Applications may be downloaded on the SPFD web site.

**Paragraph 5. Applicant Tracking.**

- a) The clerk to the board of directors shall be responsible for maintenance of permanent records of all vacancy announcements, including posting and closing dates, all optional referral sources used in the recruitment process, and the pool of applicants considered for each vacancy.
- b) The applicant pool data for each position shall include an alphabetized listing of all applicants, Social Security numbers, and test scores when applicable, for each position vacancy announcement. In addition, EEO-4 forms, providing data on race and sex of applicants, shall be maintained.

**Paragraph 6. Qualification Standards.**

- a) All applicants considered for employment or promotion shall meet the qualification standards established in the By-Laws for the position applying or to which the appointment is being made.
- b) All appointments shall be made on merit.
- c) Consideration may be given to “trainee” appointments when there is an absence of qualified applicants from which to make a selection. In this instance the deficiencies may be eliminated through orientation and on-the-job training, and the employee is a designated trainee by the Fire Chief.
- d) **When qualified applicants** are unavailable and there is no trainee provision for the vacant classification, outside recruitment will be utilized in the search for a qualified employee.

**Paragraph 7. Selection.**

The Fire Chief, chief Officers and the Station Captain shall develop, use, and document, on a consistent, routine basis, a selection process that best suits the SPFD’s needs in filling positions. All selection methods developed and utilized by the department heads shall be valid measures of job performance.

## **Paragraph 8. Appointments**

- a) Before any applicant begins work, SPFD shift supervisors shall meet with the Fire Chief or Clerk to the Board to discuss the employment or appointment. The Personnel Action Form, the original application for employment, test score sheets (when applicable), and any additional supporting documents, including the Firehouse Personnel Sheet, Medical History Form, Iamresponding.com and the Beneficiary Form shall be reviewed by the clerk of the board.
- b) If the duties of the position include operation of SPFD-insured vehicles, the Fire Chief will, before issuing an offer of employment, conduct a review of the driving record of the person to be hired, which record will become a part of the personnel file.
- c) The Board of Directors must approve the appointment by the Fire Chief or other Chief Officers a relative by blood or marriage of nearer kinship than first cousin or of a person who has been convicted of a crime involving moral turpitude.
- e) The Board of Directors must approve residency requirements that fall outside of the residency requirements outlined in the SPFD By-Laws.

## **Paragraph 9. Probationary Period of Employment.**

An employee appointed to a permanent position shall serve a probationary period of twelve (12) months, or one (1) year. All probationary employees will be evaluated at their six (6) month employment mark and again during their twelve month of employment and annually thereafter. Employee's serving in a probationary period following initial appointment may be dismissed at any time during the probationary period. Volunteers are also subject to dismissal during their twelve month probationary period; however volunteers are only evaluated based on their conduct and overall participation in SPFD programs.

## **Paragraph 10. Promotion**

Candidates for promotion to Fire Officers shall be chosen based on their qualifications as outlined in the National Fire Protection Association (NFPA) 1021 Professional Qualifications for Fire Officers. First consideration for filling positions shall be given to qualified employees already in service with the SPFD. If a current employee is chosen for promotion, the Fire Chief shall forward the request to the Clerk to the Board along with the documentation supporting the promotion or appointment. Salary shall be within the established salary range for the position promoted or appointed to, with all exceptions being approved by the directors. Salary provisions do not apply to appointed volunteer officers.

**Paragraph 11. Demotion.**

- a) An employee whose work is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in another position. Such a demotion shall be made in general compliance with the procedures in Section VI. The employee should be provided with written notice citing the recommended effective date of the demotion, the reasons for the demotion and the review rights available to the employee as stated in Section VI of this policy.
- b) An employee who wishes to accept a position with less complex duties and reduced responsibilities may request a voluntary demotion. A voluntary demotion is not a disciplinary action and is made without using the procedures in Section VI of this policy.

**Paragraph 12. Transfer.**

- a) If a vacancy occurs and an employee wishes to transfer from one shift to another he or she should submit a written request to the Fire Chief.
- b. The Fire Chief may transfer employees between shifts and stations if he determines that it is in the best interest of the SPFD.

**SECTION III. CONDITIONS OF EMPLOYMENT**

**Paragraph 1. Work Schedule**

The standard workweek for all administrative employees with the SPFD with the exception of shift workers shall be between the hours of 8:00 A.M. until 7:00 P.M., Monday through Friday and as scheduled by the Fire Chief. All administrative full time employees shall work no less than forty (40) hours per week. When the activities of a particular project require some other schedule to meet work needs, the Fire Chief may authorize a deviation from the normal schedule. All 24 hour shift workers work from – 0645 hours until 0700 hours the following day. Working 3 shifts with a four day break.

**Paragraph 2. Gifts and Favors**

- a) No employee shall accept any gift, favor, or thing of value (over \$25.00) that would influence that employee in the discharge of duties.
- b) No employee shall grant any improper favor, service, or thing of value in the discharge of duties.

**Paragraph 3. Political Activity Restricted**

Every employee of the SPFD has a civic responsibility to support good government by every available means and in every appropriate manner. Any employee may join or



affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principles of policies of civic or political organizations in accordance with the constitution and the laws of the state of North Carolina and the constitution and the laws of the United States of America. However, **while on duty**, no employee of SPFD shall:

- A. Engage in any political or partisan activity during work hours;
- B. Use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;
- C. Be required as a duty or a condition of employment, promotion, or tenure of office to contribute funds for political or partisan purposes;
- D. Coerce or compel contributions for political or partisan purposes by another employee of the county;
- E. Use funds, supplies, or equipment of the SPFD for political or partisan purposes.
- F. Lobby for other employees or contact citizens or officials on behalf of other employees.
- G. Use SPFD equipment, emails, or supplies on behalf of candidates.

#### **Paragraph 4. Unlawful Harassment in the Workplace**

- a) The Stoney Point Fire Department opposes unlawful harassment by supervisors and co-workers in any form. Unlawful harassment is defined as unwelcome advances, requests for unlawful favors, and other verbal or physical conduct of an unlawful nature when (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- b) Any employee who believes he or she may have a complaint of unlawful harassment may file a written complaint directly with the Clerk to the Board of Directors or the Fire Chief. If the SPFD has direct authority to act, the Clerk to the Board of Directors or the Fire Chief will conduct, or cause to be conducted an investigation into any allegation of unlawful harassment, advise the employee, and appropriate management officials of the outcome of the investigation.
- c) If the SPFD does not have direct authority to act due to state statutes, case law or other rulings, the Clerk to the Board of Directors or the Fire Chief may assist the employee in redirecting their complaint to the appropriate official or agency.

#### **Paragraph 5. Outside Employment**

The work of the SPFD takes priority over other employment interests of employees. All outside employment for salaries, wages, or commission and all self-employment must be reported to the Fire Chief before such work is to begin. The Fire Chief will determine



whether the outside work would create a conflict of interest or otherwise be incompatible with SPFD service. The assumption of outside employment without prior approval by the SPFD may be deemed improper conduct and subject the employee to disciplinary action, up to and including dismissal. Employee must have a signed approval letter on file in Personnel Department. The SPFD requires eight hours of rest prior to reporting for scheduled work therefore employees should not work past 2300 hours when required to report for duty the following day.

#### **Paragraph 6. Limitation on Employment of Relatives**

- a) All full time employment of an immediate family member of another SPFD member shall be approved by the Fire Chief and the Board of Directors in case of a Chief Officer.
- b) The term immediate family means an employee's wife, husband, mother, father, guardian, son, daughter, brother, sister, grandchild, and grandparent, as well as the various combinations of half, step, in-law, and adopted relationships that can be derived from the family members named herein.
- c) The provisions of the Paragraph shall not be retroactive, and no action will be taken concerning members of the same family employed in conflict with Sub-Paragraph A before the adoption of this policy.
- d) By statute, the Board of Directors considers approving the appointment by the Fire Chief and or Chief Officers of a relative by blood, marriage, or nearer kinship other than first cousin.

#### **Paragraph 7. Travel Expense and Reimbursement**

- a) Vehicles owned by the SPFD will be provided for certain SPFD business if available. SPFD vehicles are not to be used for personal purposes. (The Board of Directors have approved for the Fire Chief to utilize his assigned vehicle 1391 for personal business as long as he responds to emergency calls. The Fire Chief is on call 24X7)
- b) The Fire Chief must authorize travel on official SPFD business outside a 30 mile radius of Station 13.
- c) SPFD employees and officials traveling away from the SPFD on official SPFD business will be reimbursed for mileage, lodging, meals, and other expenses as established by the Board of Directors. All requests must be submitted to the Fire Chief.
- d) Employees and officials traveling for the SPFD will keep an accurate record of their expenses. No reimbursement will be paid without a written claim signed by the employee and approved by the Fire Chief. Receipts for the cost of hotels, and related travel expenses must be attached to the written claim. Meals exceeding the per diem rate must have documentation supporting the increase in order to claim reimbursement.

## **Paragraph 8. Delinquent Tax Policy**

It shall be the policy of the SPFD to require employees to make timely payments of all city and county property taxes in the city or county in which they reside. It shall further be the policy that offers of employment shall not be extended to individuals with delinquent taxes. Failure to comply with this policy shall be considered a violation of personnel conduct, punishable within the guidelines set forth within Section VI, Paragraph 5.

## **Paragraph 9. Drug and Alcohol Abuse Policy Statement**

### **Authority**

The Stoney Point Fire Department adopts this substance abuse policy as required by The Drug-Free Workplace Act of 1988, 102 Stat. 4305-4308, Pub. L. No. 100-690 (Nov. 18, 1988), pursuant to the authority granted it by N.C.G. S. Chapter 153 A.

### **Purpose and Scope**

The SPFD is committed to fostering the health and well-being of our employees and members and is also committed to providing a healthy, safe, and satisfying work environment. Because we recognize that the illegal use of drugs and the abuse of alcohol pose a significant threat to these goals, we adopt this substance abuse policy to balance our respect for individuals with the need to maintain a healthy, safe, and satisfying work environment.

The purpose of this policy is to create a workplace environment free from the adverse effects of substance abuse and to provide procedures for conducting screenings of job applicants and employees for the use of illegal drugs and the abuse of alcohol in the workplace. Additionally, it is important that such a policy exist and is enforced to be in compliance with State and Federal Contract, Grant and other regulatory requirements.

### **Prohibited Conduct**

- A. The unlawful manufacture, distribution, dispensation, possession, purchase, or use of drugs by employees is prohibited. A violation of this provision is punishable by disciplinary action up to and including immediate dismissal.
- B. The manufacture or use of alcoholic beverages while on duty or on call is prohibited. A violation of this provision is punishable by disciplinary action up to and including immediate dismissal.
- C. No employee shall report for duty or remain on duty when his or her ability to perform assigned functions is adversely affected by any substance, including but not limited to alcohol, or when his or her breath alcohol concentration is 0.02 or greater. A violation of this provision is prohibited and is punishable by disciplinary action up to and including

immediate dismissal.

- D. No employee shall refuse to submit to, or fail to follow through with, a drug or alcohol test when testing is required by this Policy. A violation of this provision is prohibited and is punishable by disciplinary action up to and including immediate dismissal.
- E. No employee shall thwart or attempt to thwart drug testing by tampering with, altering, destroying, or exchanging a specimen or sample required for drug testing. A violation of this provision is prohibited and is punishable by disciplinary action up to and including immediate dismissal.

## **Employee Responsibilities**

### **All employees**

Every employee shall

- A. Abide by this substance abuse policy as a condition of employment;
- B. Comply with all applicable laws regulating the manufacture, distribution, dispensation, use or possession of drugs and alcohol;
- C. Assure that his or her ability to perform job duties is not adversely affected by the use of any substance, including but not limited to, prescription drugs, over-the-counter medications, alcohol, or any other substance when on duty or on call;
- D. Submit immediately to a drug or alcohol test when requested by the shift supervisor and or Fire Chief.
- E. Notify the Fire Chief if convicted of a violation of a criminal drug statute and alcohol related Driving While Impaired charges. Failure to comply with this provision shall result in disciplinary action, up to and including dismissal.

### **Safety-sensitive employees**

Employees performing safety-sensitive functions as defined in Article VIII below shall inform his or her supervisor if he or she has used or intends to use any prescription drug, over-the-counter medication, alcohol, or any other substance that might adversely affect his or her ability to perform job duties safely and satisfactorily, when reporting for duty, while on duty, or while on call. Failure to notify the supervisor under these circumstances may result in disciplinary action up to and including dismissal.

## **The Stoney Point Fire Department**

The SPFD will take the following steps to provide a drug-free workplace:

- A. Provide employees with a copy of this Substance Abuse Policy;
- B. Establish a drug-free awareness program which may include informing employees about
  - 1. the dangers of drug abuse in the workplace
  - 2. the SPFD's policy of maintaining a drug-free workplace
  - 3. any available drug counseling , rehabilitation, and employee
  - 4. assistance programs, and
  - 5. the penalties that may be imposed on employees for drug abuse violations.
- C. Encourage employees with substance abuse problems to seek help voluntarily from any available drug counseling, rehabilitation, and employee assistance programs. Employees who fail drug or alcohol tests, however, may be disciplined, up to and including termination.
- D. Apply this policy consistently and impartially for all employees.

### **Drug Testing for Employees in Safety Sensitive Positions**

This section covers the following: 1) all employees who must hold a NC Class “B” driver's license as a job requirement; 2) all employees who perform other safety-sensitive functions as defined by the United States Department of Transportation (USDOT) regulations; and 3) all employees in safety-sensitive positions as designated by this Substance Abuse Policy.

#### **A. Pre-placement**

Before an employee initially performs safety sensitive functions for the SPFD, he or she must undergo testing for drugs. Covered applicants for employment or current covered employees transferring into a position that requires testing must pass a pre-placement drug test.

#### **Random testing**

Employees designated as safety-sensitive, as defined by the USDOT regulations and this Substance Abuse Policy will be tested on an unannounced basis throughout the year. The selection of employees for random drug and alcohol testing will be made using a scientifically valid method that results in each covered employee having an equal chance of being selected each time selections are made.

The random tests will be unannounced and spread throughout the year. Tests can be conducted at any time the employee is on duty, and employees are required to proceed immediately to the collection site when notified of their random selection.



## Drug Testing for all Employees, including Safety-Sensitive

### **Post Accident**

Any employee involved in an accident while on duty may be subject to post accident testing. Any employee whose conduct or performance could have contributed to the accident (e.g., maintenance personnel) will be subject to post accident testing.

Employees will be tested as soon as possible following an accident, but not to exceed eight (8) hours for alcohol testing and thirty two (32) hours for drug testing. Any employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test.

### **Reasonable Suspicion**

Testing will be conducted when there is a reasonable suspicion that an employee has used a prohibited drug or misused alcohol as defined in this Policy.

### **Definitions**

Drug means a controlled substance as listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812) or Chapter 90, Section 87(5) of the North Carolina General Statutes or a metabolite thereof.

Criminal Drug Statute means a criminal statute relating to the manufacture, distribution, dispensation, use or possession of any drug.

On call means subject to a call to report immediately for work for Stoney Point.

On duty means that an employee is at the workplace performing job duties or during any other period of time for which he or she is entitled to receive pay from Stoney Point and also applies to volunteers.

Reasonable suspicion means an articulable suspicion based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. By way of example and not limitation, any one or a combination of the following may constitute reasonable suspicion:

- A. direct observation of drug or alcohol use;
- B. the odor of marijuana or alcohol about the person;
- C. an accident resulting in damage to property or personal injury;
- D. physical altercation;
- E. possession of drugs;
- F. presence of physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes not related to an eye examination, slurred speech, inexplicable lack of coordination or poor reflexes) as witnessed by at least two people.

Safety-sensitive position means a position of employment with SPFD, whether full, part-time, or volunteer that requires the following: 1) employees to hold a NC Class “B” driver’s license (Class “C” for volunteers) as a job requirement; and/or 2) employees to perform other safety-sensitive functions as defined by the United States Department of Transportation (USDOT) regulations; and/or 3) designation by this Substance Abuse Policy. The list of positions designated as safety-sensitive by this policy is attached as Appendix A, and the Fire Chief has final authority to add to or delete positions from Appendix A.

Workplace means the location or facility where an employee may be expected to perform any task related to the requirements of his or her job. This includes break rooms, restrooms, outdoor worksites, SPFD or personal vehicles while personal vehicles are being used for SPFD business, computer work stations, conference rooms, hallways, private offices, open/partitioned work areas, public contact/customer service/medical services areas, and parking lots.

### **Safety-Sensitive Positions**

For purposes of this Substance Abuse Policy, safety-sensitive positions include the following employees or classes of employees:

All Firefighting, Rescue and EMS positions,

Employees/Volunteers who are assigned or who operate a SPFD-owned motor vehicle on a regular or recurring basis

Employees/Volunteers who regularly operate or use power tools and/or hand tools in performance of their job duties

### **Criminal History and Driver’s License Records Check**

The Stoney Point Fire Department Inc. is dedicated to providing services to our fire district and customers in the safest environment and manner possible. With this belief the following is established:

All applicants and employees are required to submit to a criminal history records check and a driver’s license records check at the following times:

(1) prior to initial employment/membership; and,

(2) at any other time that just cause exists.

Applicants who refuse to consent to any records check will not be considered for employment/membership.

Employees who refuse to consent to any records check will be **dismissed**.

The nature and relevance of any convictions or violations will be taken into consideration when evaluating an applicant for employment or evaluating an employee for continuation of employment.

Criminal History Checks will be obtained through the North Carolina State Bureau of Investigation and County Clerks of Court and other appropriate Law Enforcement Agencies. Prior to the initial offer of employment a Certified Criminal History Check will be secured and paid for by the applicant.

Driver's License Checks will be obtained through the appropriate State Division of Motor Vehicles and/or the Hoke or Cumberland County Sheriff's Office.

#### **SECTION IV.**

##### **Paragraph 1. Adverse Weather Conditions**

Adverse weather and other conditions of a serious nature: Due to the nature of our public service all employees are considered essential and must report to shift as scheduled including during periods of adverse weather or other conditions,

##### **Mandatory Operations/Designation of Emergency Employees:**

It is recognized that all SPFD operations, whether during conditions of a serious nature or emergency conditions, must continue to provide services. Therefore, the Fire Chief has predetermined and designated all SPFD emergency services as mandatory/essential operations that will remain open and designated all SPFD employees essential and to staff these operations.

##### **Emergency closing conditions:**

Does not apply.

##### **Emergency employees:**

All SPFD employees and volunteer members are emergency essential.

##### **Mandatory/Essential Personnel:**

Full and part time employees and available volunteers are essential and are required to report for, or remain at work in emergency situations. All shift supervisors and officers are subject to report; therefore it is required that they must be available for duty. **Closing announcements do not apply to Mandatory/Essential employees unless they are instructed otherwise.**

##### **Failure of Mandatory/Essential Personnel to Report:**

A Mandatory/Essential Employee's failure to report to work can result in disciplinary action and/or requiring the hours missed to be charged to leave with or without pay, as appropriate.

Exception: When conditions cause an emergency employee to arrive late, the Fire Chief or designee may determine that the conditions justified the late arrival. In such cases, the lost time will not be charged to the employee's leave balances or to leave without pay, and no disciplinary action will be taken.

### **Offices Open During Adverse Weather or Other Conditions of a Serious Nature:**

It is the responsibility of employees to make a good faith effort to come to work during times that adverse weather or other conditions of a serious nature exist. Administrative employees not working in mandatory/essential operations, who anticipate problems in transportation should be permitted and encouraged to avail themselves of leave privileges when encountering difficulty in reporting for work or when leaving early.

### **Accounting for Time:**

To cover absences during adverse weather or other conditions of a serious nature, employees who have not been designated as mandatory/essential may elect to:

- a) use vacation leave,
- b) use compensatory leave,
- c) take leave without pay, or
- d) make up the time in accordance with the provisions outlined below:

Employees who are on prearranged vacation leave or sick leave will charge leave to the appropriate account with no provision for make-up time.

### **Make-up Provisions:**

Where operational needs allow, except for employees in mandatory/essential operations, the Fire Chief will make a reasonable effort to arrange schedules whereby employees will be given an opportunity to make up time not worked (either by suspension of services or voluntary action by employee) rather than charging it to leave. There are very few opportunities for such time to be made up without the employee working more than forty hours during a workweek. Since hours worked in excess of forty during a workweek would constitute overtime under Federal regulations for FLSA non-exempt employees, it will be necessary for make-up work by non-exempt employees to be limited to the workweek in which the time is lost or in a week when the employee has not worked a full work schedule due to such absences as holidays, vacation, sick leave, petty leave, etc. (See advisory note below for use of compensatory time.)

### **Advisory Note:**

Non-exempt employees may use compensatory time to make up for time lost if the Fire Chief approves the overtime in response to bona fide needs for work in excess of the authorized normal work schedule or shifts. If there is no bona fide need for overtime, then the make-up time must be limited to weeks when a non-exempt employee has not worked a full forty hours due to scheduled or unscheduled absences. The Fire Chief and other supervisors must use extreme care in determining when overtime work by non-exempt employees is justified and decisions to require overtime shall be based on the same criteria as used when the serious conditions are not an issue.



Employees who volunteer to make up time on a holiday will not receive Holiday Premium Pay or equal time off with pay. The Fire Chief must approve working on holiday to make up time. Time must be made up within three (3) months from the occurrence of the absence. If it is not made up within three (3) months, the appropriate leave must be charged, or leave without pay.

When SPFD Administrative Offices have been officially closed due to inclement weather and Administrative Leave has been declared by the Board of Directors, Employees occupying a permanent full-time or permanent part-time position shall be paid for the normal hours worked for the period of time declared as Administrative leave.

Essential/Mandated personnel serving the SPFD during the declared Administrative Leave shall not be compensated extra pay for hours worked. Temporary employees, by definition, are not entitled to benefits and thereby, shall not be paid for hours not worked. SPFD administrative offices will remain open for the full scheduled working day unless authorization for early closing or other deviation is received from the Fire Chief. All affected employees will be given sufficient advance notice of any authorized early closings. Employees who leave work before an official early closing time, as well as employees who report for work late or do not report for work at all, will be required to take leave for days or hours taken.

## **Paragraph 2. Overtime**

- A. The SPFD abides by all applicable sections of the Fair Labor Standards Act, as amended. The SPFD will properly record all applicable overtime accrued for each covered employee. This overtime policy is applicable only to employees of SPFD who are “Non-Exempt” under the Fair Labor Standards Act.
- B. Employees are expected to work during all assigned periods exclusive of breaks and mealtimes. Due to the type of work performed by the SPFD employees may be called upon to return to work during breaks, lunch or at any time that they are not scheduled to work during their shift due to emergency. During these incidents employees will resume their breaks, lunch breaks or other work stoppage functions upon return to the station. Employees who work excess hours in excess of their normal work shift because of an ongoing emergency shall advise their immediate supervisor of the overtime worked as soon as practical following completion of the work. Based upon the provisions of the Fair Labor Standards Act, non-exempt employee work which has not been requested by management but is endured or permitted is considered work time. Therefore, when an employee voluntarily works prior to or after his regularly scheduled work day, and it is endured or permitted, it is considered overtime hours when in excess of forty (40) hours for administrative employees and 264 hours for 24 hour shift personnel. The Fire Chief is responsible for ensuring that overtime hours are authorized, recorded and properly documented for compensatory time off or overtime pay in accordance with the established record keeping forms and instructions. It will be the SPFD intend to provide compensatory time off at the times and a half rate in lieu of overtime pay.

- C. Sick leave, holidays and vacation time off in a work period will not count toward computing overtime hours.
- D. It is the policy of the SPFD, in agreement with its employees, that non-exempt employees receive compensatory time off at a rate of one-and-one half (1-1/2) hours for each hour of overtime worked.
- E. Exempt employees may receive compensatory time off at an equal amount for each hour of overtime worked only on an exceptional basis, as approved by the Fire Chief. **No compensatory time balance will be paid to exempt employees at termination of employment or otherwise.**
- F. Nonexempt employees who work in public safety activities, emergency response activities, or seasonal activities may accrue not more than 480 hours of compensatory time for overtime hours worked after April 15, 1986. All other nonexempt employees may accrue not more than 240 hours of compensatory time for overtime hours worked after April 15, 1986.
- G. Employees wishing to use accrued compensatory time must make a written request to their immediate shift supervisor. Use of such time will be allowed within a reasonable period following the request as long as the use does not unduly disrupt the operations of the SPFD. The station captain (Full Time Captain) will be responsible for administering compensatory policies by allowing employees to take accrued compensatory time in a timely manner so that compensatory time will not accrue to excessive levels. In situations in which compensatory time off is not practical, employees may receive monetary compensation subject to the approval of the Fire Chief.

## **SECTION V, SEPARATION, DISCIPLINARY ACTION AND REINSTATEMENT**

### **Paragraph 1. Types of Separation**

All separations of employees from positions in the service of the SPFD shall be designated as one of the following: resignation, reduction in force, disability, retirement, dismissal, or death.

### **Paragraph 2. Resignation**

An employee may resign by notifying the Fire Chief of the effective date as far in advance as possible. A minimum of two weeks' notice is expected of all personnel.

### **Paragraph 3. Reduction in Force**

In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's performance as documented by current performance appraisals, organizational needs, and seniority, in determining the employees to be retained. Employees who are laid off because of a reduction in force shall be given at least two (2) weeks notice and 30 day severance pay.

#### **Paragraph 4. Disability**

An employee may be separated for disability when the employee cannot perform the required duties because of physical or mental impairment. The employee or the SPFD may initiate action for disability separation, but in all cases, consideration for disability separation shall be supported by medical evidence as certified by a competent physician. The SPFD may require a physical and/or mental examination at its expense and by a physician of its choice. In disability situations, the employee and the Fire Chief/Clerk to the Board of Directors should review any relevant Americans with Disabilities Act requirements prior to final separation.

#### **Paragraph 5. Discipline and Dismissal**

An employee may be reprimanded, suspended, demoted, or dismissed by the Fire Chief.

- a) An employee whose work is unsatisfactory over a period should, under normal circumstances, be notified by the his/her shift supervisor or station captain in what way the employee's work is deficient and what must be done if the work is to be satisfactory.
- b) An employee who is reprimanded, suspended, demoted, or dismissed for unsatisfactory performance of duties should receive at least three (3) warnings before disciplinary action is taken. First, the employee's immediate supervisor must issue one
  1. Initial written warning.
  2. If the initial written warning does not result in improved performance, the supervisor, specifying the employee's performance deficiencies must issue a second written warning and the steps required achieving satisfactory performance.
  3. If performance still does not improve, the station captain must issue a final written warning.
  4. A final written warning serves notice to the employee that corrective action must be taken immediately to avoid disciplinary action. The shift supervisor and the department head will record the dates of their discussions with the employee, the performance deficiencies discussed, and the corrective actions recommended and file the information in the employee's personnel file. Copies of the disciplinary action(s) taken are to be given to the Fire Chief for routing and adding to employees personnel file.
- c) An employee may be reprimanded, suspended, demoted, or dismissed for reasons of misconduct without warning or disciplinary action having been given to the employee.



d) An employee may be suspended without notice by the Fire Chief for causes related to personal conduct in order to avoid undue disruption of work, to protect the safety of persons or property, or for other serious reasons. When the Fire Chief suspends an employee without notice, the employee shall be required to leave SPFD property at once and remain away until further notice. The Fire Chief will notify the Board of Directors at their next regular scheduled meeting. A written summary giving the circumstances and the facts leading to the immediate suspension shall be prepared; one (1) copy to be delivered to the employee by certified mail, one (1) copy shall be filed in the employee's personnel file.

e) Before any disciplinary action is taken, whether for misconduct or unacceptable performance, the Fire Chief may, in his or her discretion, provide the employee with a written notice of proposed disciplinary action, which will include the nature of the proposed action, its recommended effective date, the reason(s) for the action, and a date and time for pre-disciplinary conference. At this conference, the employee may present any response to the proposed disciplinary action to the Fire Chief.

#### **Paragraph 6. Investigatory Suspension**

Investigatory suspension without pay may be used to provide time to investigate, establish facts, and reach a decision concerning an employee's status. Investigatory suspensions without pay may be appropriately used to provide time to schedule and hold a pre-dismissal conference. In addition, the SPFD may elect to use investigatory suspension to avoid undue disruption of work or to protect the safety of persons or property. An investigatory suspension without pay shall not exceed forty-five (45) calendar days. If no action has been taken by the Fire Chief by the end of forty-five (45) calendar days, one of the following must occur: reinstatement of the employee with full back pay; appropriate disciplinary action based on the results of the investigation; or reinstatement of the employee with up to three (3) days' pay deducted from back pay.

#### **Paragraph 7. Reinstatement**

- a) An employee who resigns while in good standing or who is separated because of a reduction in force may be reinstated within three (3) years of the date of separation, with the approval of the Fire Chief,
- b) An employee who enters extended active duty with the Armed Forces of the United States, the Public Health Service, or with a reserve component of the Armed Forces will be granted reinstatement rights as provided under federal law.

#### **Paragraph 8. Death**

Separation will be effective as of the date of death. All compensation due employee will be paid to the estate of the employee.



### **Paragraph 9. Exit Interviews/Member Suggestion & In-put.**

Due to the department's family atmosphere and very frequent contact with all members exit interviews are mostly to assist members with out-processing. Feedback from members is fluid within the department during our frequent contact with members and recommendations if valid are addressed and changes are implemented. Therefore we do not have a formal exit interview process in place and deal on a personalized system and directly assist members as needed. The Chief and all Chief Officers have an Open Door policy and frequently interact with all members. We also have frequent employ meetings as well as weekly department membership meetings where concerns are brought up, evaluated and addressed. Our department is open to suggestions from its members to include constructive criticism.

## **SECTION VI. EMPLOYMENT PRACTICE REVIEW PROCEDURE**

### **Paragraph 1. Purpose**

The Employment Practice Review procedure should provide an adequate and fair means for hearing matters of concern to SPFD employees for the benefit of the SPFD. It is a management tool. It does not vest any rights in the employee, but is a self-directed mechanism of the SPFD to monitor and review the appropriateness of its personnel related actions and to meet any due process standards that may apply by external law to the SPFD, although all SPFD are at will employees and subject to dismissal by the Fire Chief.

### **Paragraph 2. Coverage**

This Employment Practice Review procedure applies to all employees that are subject to supervision and regulation by the Fire Chief. An Employment Practice Review is defined as any matter of concern or dissatisfaction arising from the working conditions of an employee, subject to the control of the Fire Chief.

### **Paragraph 3. Policy**

Every employee shall have the right to present an Employment Practice Review Request in accordance with these procedures, with or without a representative, free from interference, coercion, restraint, discrimination, penalty, or reprisal. Employees will be allowed such time off from their regular duties as may be necessary and reasonable as determined by the Fire Chief to present an Employment Practice Review Request.

### **Paragraph 4. Procedure**

- a) Step One. An employee must file an Employment Practice Review Request, in writing, with the immediate supervisor within thirty (30) days of the date of the incident-giving rise to the request. If the employee alleges harassment by the immediate supervisor, the employee may file a complaint as set forth in Paragraph 3 of Section III. If the Employment Practice Review Request concerns a review of a dismissal, it shall be filed directly with the appointing authority at Step Three. The immediate supervisor shall meet with the employee within five (5) days of receipt of the request and attempt to resolve the Employment Practice Review

Request informally. If informal resolution efforts fail, the immediate supervisor shall issue a written decision on the Employment Practice Review Request not later than five (5) days following the meeting.

- b) Step Two. If the employee is dissatisfied with the response at Step One, the employee may file the Employment Practice Review Request in writing with the Fire Chief within five (5) days of receipt of the immediate supervisor's written decision. The Employment Practice Review Request shall state concisely the basis for the request and, if based on alleged discrimination, indicate whether the alleged discrimination was based on race, color, religion, sex, national origin, political affiliation, no disqualifying handicap, or age. The Fire Chief or designee shall meet with the employee within five (5) days of receipt of the Step Two

Employment Practice Review Request, shall review the decision at Step One, and shall make an independent determination on the merits of the Employment Practice Review Request. Within ten (10) days of the meeting with the employee, the department manager shall issue a written decision.

- c) Step Three. If the employee is dissatisfied with the response at Step Two, the employee may forward the written request to the Clerk of the Board within five (5) days of receipt of the Step Two decision. The employee may request a decision or review from the Board of Directors. The BOD may at their discretion review the request or refuse the request and stop the process.

**Paragraph 5. At Will Employees / Membership.**

The Fire Chief along with all the Chief Officers appointed by the Board of Directors serve at the pleasure of the Board of Directors in accordance with the Stoney Point Fire Department Inc. By-Laws.

Active Firefighters and Officer appointed by the Fire Chief serve at the pleasure of the Fire Chief in accordance with Stoney Point Fire Department Inc. By-Laws.

**SECTION VII. PERSONNEL RECORDS**

**Paragraph 1. Personnel Records Maintenance**

Such personnel records as are necessary for the proper administration of the personnel system will be maintained by the Clerk to the Board of Directors. The SPFD shall maintain in personnel records only information that is necessary and relevant to accomplishing legitimate personnel administration needs. Access to personnel records is controlled by North Carolina General Statute Section 153A-98.

**Paragraph 2. Remedies of Employees Objecting to Material in File**

An employee who objects to material in his or her file may place in the file a statement relating to the material the employee considers being inaccurate or misleading. The

employee may seek the removal of such material in accordance with the Employment Practice Review procedure.

## **SECTION VIII, CLASSIFICATION PLAN**

### **Paragraph 1. Adoption.**

The position classification plan, upon adoption, shall be set forth in Appendix A as the classification plan for the SPFD.

### **Paragraph 2. Coverage.**

The classification plan will include all full-time permanent classes of positions in the SPFD service, except for the position of Fire Chief.

### **Paragraph 3. Administration of the Classification Plan.**

The Fire Chief is charged with maintenance of the classification plan so that it will accurately reflect the duties performed by employees in the classes to which their positions are allocated. It is his duty to examine the nature of the positions as they are created, to allocate them to existing classes, and to recommend to the Directors the creation of new classes as deemed appropriate, to make such changes in the classification plan as are made necessary by changes in the duties and responsibilities of existing positions, and periodically to review the entire classification plan and recommend to the Directors appropriate changes in individual position allocations or the classification plan itself.

### **Paragraph 4. Allocation of Positions.**

When a new position is established or the duties of an existing position change, the Fire Chief will submit in writing a comprehensive job description describing in detail the duties of such a position. The Fire Chief will the appropriate class allocation or will recommend to the Directors the establishment of a new class. The Directors will then act on such recommendations.

### **Paragraph 5. Pay Rates in Promotion, Demotion, Transfer, and Reclassification.**

When an employee is promoted, demoted, transferred, or reclassified, his rate-of-pay in the new position will be established in accordance with the following rules:

- (a) When an employee is promoted, his salary will be advanced to within the established pay scale for the grade.
- (b) When an employee is demoted to a position for which he is qualified his salary will be set at the pay scale for the grade reduced to. If the action is not for reasons of unsatisfactory performance of failure in personal conduct, or in the appropriate step rate in the lower range if the action is a result of unsatisfactory performance or failure in personal conduct;

The AHJ has adopted the NFPA 1021 Standard for all promotions to Lieutenant and above, whereas all officers must meet the prerequisites as outlined for Lieutenant, Captain, Assistant Chief and Fire Chief in the applicable standard in



conjunction with the applicable section of the SPFD By-Laws. This plan works best for a progressive predominately volunteer organization.

Volunteers and paid personnel must meet the following basic requirements in order to advance:

Firefighter II & Hazmat Operations X 2 Years to move to Engineer  
Engineer Driver Operator Pumps & EVD X 3 Years to move to Lieutenant  
Lieutenant and above must meet all the prerequisites as outlined in the NFPA 1021 Standard for Fire Officer Professional Qualifications:

**Paragraph 6. Pay Rates in Salary Range Revisions.**

When the Directors approve a change in salary range for an employee whose position is in that class may have his salary raised, lowered, or left the same by the Fire Chief. When an employee whose position is in a class revised to a higher salary range, his salary will be advanced to the established rate.

**Paragraph 7. Part-Time or Temporary Work.**

The pay plan established by this policy is for full-time service. An employee appointed to a part time position will be paid an hourly rate as approved by the Fire Chief and based on qualification for the position being filled.

**Paragraph 8. Hiring above the entry level**

There are no provisions to hire employees above already established entry level compensation plans. Any deviations must be brought to the directors by the Fire Chief for Approval and will be based on a case by case basis.

**SECTION IX - OTHER INFORMATION**

**Member/Employee recognition program.** T

The Fire Chief is responsible to insure that members are recognized for their achievements during the annual department family Christmas Dinner. Members that resign under honorable conditions and have provided significant contributions to the fire district during their tenure will be recognized prior to their departure by the Fire Chief. This can be conducted during a regular scheduled Thursday night meeting or during a special meeting coordinated by the Fire Chief. As a minimum the fire chief will recognize members for the following:

- Firefighter of the Year
- Employee of the Year
- Officer of the Year
- Auxiliary Member of the Year



High Volunteer Firefighter Responder of the Year  
High Volunteer Officer Responder of the Year  
Length of Service that fall on the following anniversaries, 5, 10, 15, 20,  
25, 30, 35, 40 and beyond.  
Acts of Heroism as outlined in SOG 7A.007 Employee/Member Recognition  
SOG  
NC Firefighter Certifications & Ribbon  
NC Driver Operator Certification & Ribbon  
NC Fire Officer Certification & Ribbon  
NC Rescue Certifications  
NC Fire & Life Safety Educator Certifications  
NC Emergency Medical Certifications  
Other significant certification and accomplishment by department members.

The submission of recognition for Acts of Heroism, such as the Medal of Valor, Firefighter Red Heart Award, and the Firefighter Distinguished Service Award will be submitted through the Chain of Command to the Fire Chief. The Chief will assemble an Awards Committee consisting of selected firefighters, fire line and chief officers and board members. The duty of the Awards Committee is to review and recommend approval or disapproval for the various Acts of Heroism that may be submitted. The Awards Committee will meet during the month of November and submit their recommendations to the Fire Chief by December 1<sup>st</sup> of each calendar year.

The recognition and determination of Firefighter of the Year is made by the Fire Chief. The Chief however does solicit input from the membership (Officers / Firefighters) These members have the opportunity to submit a name along with full justification why the individual is being submitted for the award of FF of the year.

The award of the various Service Ribbons will automatically be coordinated through the Fire Chief for presentation during the annual Family Christmas Dinner. The appropriate Ribbons will be handed out along with the appropriate certificate and or citation when the member is recognized. It will be the duty of the Administrative Assistant to order from the Office of the State Fire Marshal the various Ribbons and Awards required for the annual recognition event.

## **CHANGE OF PERSONAL DATA**

Any change in an employee's name, address, telephone number, marital status, dependents, or insurance beneficiaries, or a change in the number of tax withholding exemptions, needs to be reported in writing without delay to the Clerk of the Board of Directors.

## **SAFETY**

The safety and health of employees is a priority. SPFD makes every effort to comply with all federal and state workplace safety requirements. Each employee is expected to obey safety rules and exercise caution and common sense in all work activities.

### **Employee Requiring Medical Attention Due To Work Related Incident**

Employees should report all work-related injuries and accidents immediately to their shift supervisor, if supervisor is unavailable notify a Chief Officer or the Clerk to the Board of Directors for instruction.

## **STANDARDS OF CONDUCT**

### **PROFESSIONAL IMAGE CODE**

The Stoney Point Fire Department recognizes that the manner in which staff presents themselves reflects how the community perceives us and sets the tone for inter-departmental relations. To this end, all staff must appear neat, clean, and appropriately dressed at all times. All established grooming standard operating guidelines must be adhered to.

The shift supervisors, department officers, and all staff are expected to project a professional image. They are to be dressed and groomed appropriately in accordance with these guidelines.

Men must wear approved uniforms. Women assigned to shift and firefighting duties also must wear approved duty uniforms. Administrative employees must be dressed neatly and appropriately for work. The Fire Chief may approve variations for special situations such as casual Friday or other designated days or events.

The following dress is not appropriate for employees and volunteers:

- Dresses, shirts, and blouses that have inappropriate cutouts or see-through elements; do not cover back, waist, midriff; or have excessive armpit cutouts.
- Clothing which reveals undergarments, is see-through, ripped, torn, or has holes exposing excessive skin.
- Shorts – this includes Skirts, Overalls, etc.
- Clothing that promotes alcoholic beverages, tobacco, and the use of controlled substances, depicts violence, is of a sexual nature, of a disruptive nature or of a political nature.
- Clothing that is too tight fitting.
- Pants or skirts worn below the waist with skin exposed
- Clothing that is provocative, revealing, low-cut, indecent, vulgar, obscene, or profane.
- Tank tops, tube tops, or spaghetti strap tops without shirt or jacket covering.
- Baggy white colored or printed tee shirts.
- Articles of clothing more than three inches above the top of the knee. This

- includes, but is not limited to dresses, skirts, Bermuda shorts, and jumpers.
- Jeans – except on casual Friday.
  - Sweat pants, sweat suits, wind suits or jogging outfits.
  - Flip Flops - at any time.
  - Tennis shoes – except on casual Friday.
  - Head Gear – ball caps, any type of hats in the office (\*exceptions may be made for employees who have medical condition. This will be on a case by case basis.

Holiday sweatshirts, shirts and sweaters are acceptable in season.

Tee-Shirts promoting a SPFD event (such as the Trail of Terror, Fire Prevention etc.) may be worn as authorized by the Fire Chief for a specified period.

Appropriate jeans and sweatshirts are only allowed on casual Friday for administrative employees. Shift personnel may wear Overalls for special duty assignments and as approved by the Fire Chief.

Reasonable accommodations shall be made by the appropriate station captain or chief officers for those employees who because of a sincerely held religious belief of a recognized religious organization, cultural heritage, or medical reason, request a waiver of a particular part of this policy for dress or appearance. The waiver request must be in writing and signed by the employee and approved by the Fire Chief. Any exception dealing with the Safety and the safety of responders or are in direct contrast with the applicable NFPA standard will not be approved.

### **Use of Computer, Phone, and Mail**

Stoney Point property, including computers, phones, electronic mail, and voice mail, should be used only for conducting company business. Incidental and occasional personal use of company computers, phones, or electronic mail and voice mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages.

### **Use of Internet**

#### **Information Technology Acceptable Use Policy**

This document constitutes the policy for all SPFD employees regarding the access, use, security and monitoring of the SPFD's computer systems, network, e-mail and internet access. The primary purpose for the SPFD Network and all SPFD information technology resources is to support and facilitate the business of the SPFD as defined by the Board of Directors and the Fire Chief. Use of these resources for other purposes must be approved by the Fire Chief and or Board of Directors and our I.T. representative prior to that use. The information technology resources of the SPFD shall not be used for any activity that violates Federal, State or local laws or any other applicable policy or statute. Specifically, but not meant as a comprehensive list, the SPFD network will not be used to transmit offensive materials, hate mail, discriminatory remarks, obtain or transmit pornographic



materials, communicate racial or ethnic slurs or anything that may be construed as harassment of others based on their race, national origin, sex, sexual orientation, age, disability or religious or political beliefs. Further, the SPFD Network shall not be used for commercial or profit enterprises, lobbying, advertising, religious material, political causes, outside organizations, or other non-government related solicitations. All users will be given a user account for access to the SPFD network. User accounts will be protected by passwords to prevent unauthorized use. User accounts are to be used only by the authorized owner of the account and only for authorized purposes. Users will not permit the use of their account by anyone else. Any attempt to gain another individual's password, use another person's account or to circumvent password or other security measures is a violation of this policy. No user shall perform any action that disrupts or denies another user's access to the SPFD Network or other information technology resources. Heavy usage or high-demand activities that disrupt or significantly reduce the overall performance of the network should be avoided and may be restricted or rescheduled in order to maintain acceptable internet/network response times throughout the system. All data, information and files accessible via the SPFD network are considered to be the private property of SPFD and shall not be disclosed except for legitimate SPFD purposes consistent with this and any other applicable policy. Except in the course of genuine SPFD business, users shall not damage, destroy, modify or copy information, files, data or passwords available on or via the SPFD Network. Illegal use of copyrighted software is prohibited on any and all systems in the SPFD Network. In no event shall the SPFD be liable to any user for any damages, whether direct, indirect, special or consequential arising out of the use of the Internet, accuracy or correctness of data bases or information contained therein or related, directly or indirectly, to any failure or delay of the SPFD in providing access to the internet or email. All computers, communication, activity and all information stored, received or transmitted using the SPFD Network shall be assumed to be the property of the SPFD and are to be used primarily for job-related purposes. Any emails messages sent or received using the SPFD network are considered property of the SPFD. To ensure proper use of the network and computer resources, the SPFD may monitor the use of these systems, information and equipment at any time. All users understand that there is no right of privacy associated with the SPFD's computer equipment. In this regard, the county has the right to monitor all activities and communications, retain records of all activities and communications and use this information in any manner permitted by law. Violators of this policy are subject to disciplinary action, up to and including termination from employment and or membership.

### **Complaint/Grievance Procedure**

#### **Establish an internal and external complaint process to report concerns related to county staff or management**

Any employee or member may use this process to inform management, and ultimately the Directors of violations of SPFD policy wrong doing by any SPFD employee. The employee who makes a good faith report will be protected. An employee who makes a false claim will be terminated. This process will also be available to any citizen who witnesses a SPFD employee violating SPFD policy. Employees can also submit grievances and or suggestions either in writing or verbally through the Chain of Command or directly to the Fire Chief, without fear of intimidation or reprisal.



### **Process for the Board of Directors to have personnel concerns investigated**

The specific procedure for investigating, managing, and reporting allegations reported to the Board of Directors.

1. All personnel questions, issues, or concerns by the Board will be directed to the Fire Chief.
2. The Fire Chief will thoroughly investigate the issue through an interview process.
3. Following the investigation, the Fire Chief will determine the validity of the concern and the appropriate action, if any.
4. The Fire Chief will report, by letter, or in person his/her investigative findings, to include an explanation for the action taken.
5. The process of receiving the complaint, investigating the complaint, and the final Directors report shall be completed within a reasonable time frame.

### **Process for a general complaint by the General Public**

The specific procedure for investigating, managing, and reporting allegations by the general public is as follows.

1. All personnel questions, issues, or concerns by the general public will be directed to the Fire Chief.
2. Either Human Resources or the Fire Chief will thoroughly investigate the issues through an interview process.
3. Following the investigation, the Fire Chief will determine the validity of the concern and the appropriate action, if any.
4. The Fire Chief will report, by letter, or in person his/her investigative findings, to include an explanation for the action taken.
5. The process of receiving the complaint, investigating the complaint, and the final Directors report shall be completed within a reasonable time frame

### **Timekeeping Procedures**

By law, SPFD is obligated to keep accurate records of the time worked by employees. Each employee must fill out the appropriate electronic SPFD time record located in the Radio Room each work day. All exempt employees will be required to turn in a timesheet when you have taking leave time during a pay period.

### **Department Cash Handling Procedures**

The department does not handle any official cash collections. All cash collections associated with various fund raisers are handled through the auxiliary/volunteer process and are not subject to SPFD permanent employee processes. All monies associated with the sale of ICE will be accurately recorded on the ICE Sale form maintained in each radio room. All funds at the end of the day or no later than 1900 hours daily will be placed in a sealed envelope and marked to indicate ICE sales, the amount of cash inside the sealed envelope, dated and legibly signed by the individual completing the task. The envelope is then turned over to the Fire Chief for accountability. The Clerk to the Board at the end of each week will

consolidate all funds and deposit the cash into the miscellaneous firefighter account maintained at First Citizens Bank. The fund balance of this account will be reported to the Board of Directors during their regular scheduled meetings for monitoring.

### **Uniformed Services Employment and Reemployment**

As an Equal Opportunity Employer, SPFD is committed to providing the basic employment and reemployment services and support as set forth in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

### **Stoney Point Owned Vehicle Use Policy**

1. The Board of Directors may assign the Fire Chief a SPFD owned vehicle for his use. Because the Fire Chief is expected to be available 24 X 7 and to respond to all major incidents within the Stoney Point Fire District may drive such vehicle for limited personal use within the immediate area as long as he responds as required.
2. The Fire Chief assigned a vehicle shall at all times be properly licensed to drive any vehicle which he operates, and shall maintain a driving record acceptable to the SPFD.
3. The Fire Chief shall at all times follow applicable state motor vehicle laws and regulations.
4. The SPFD will pay all operating expenses such as registration, insurance, excise tax, state inspections fees, gasoline, oil, washing and repairs. Parking and toll charges will be reimbursed when such charges are incurred while driving on business for the SPFD.
5. The Fire Chief or other authorized users as determined by the Fire Chief are responsible for safe, over-night parking of the car in a home garage, private driveway, or other safe and legal areas of public ways. The SPFD will pay for overnight parking of cars for out-of-town SPFD business use, but will not for garaging or parking of vehicles while at or near the close vicinity of the Fire District.
6. It is the SPFD's policy that employees/members who drive, or others (employees or non-employees) who ride as passengers, in SPFD vehicles will use available passenger restraints at all times when the vehicle is in motion, and the driver, in addition to other employees involved, shall be held responsible for compliance in the SPFD owned vehicle assigned or being used or driven.
7. The Fire Chief shall be responsible for making sure that the car is properly serviced and maintained. This responsibility shall include, but not being limited to, maintenance of proper fluid levels, maintenance of proper air pressure, delivery of the vehicle for regularly scheduled maintenance or service.

8. The Board of Directors at their discretion may alter or modify this policy.

**EMPLOYEE-OWNED VEHICLE USED IN CONDUCT OF OFFICIAL SPFD BUSINESS**

From time to time, an employee of SPFD may be required to use his/her privately-owned vehicle in carrying out duties for SPFD. Such instances may include travel to meetings, conferences, or training sessions; use on a regular basis to conduct SPFD business or investigations; or for use on temporary projects. Generally, when such use occurs, the employee/member will be in a mileage-reimbursement status authorized by the Fire Chief.

**Collisions or Damage Caused by At-fault Employee/member:** All vehicle collisions involving an employee-owned vehicle being used in the conduct of official SPFD business and all vehicle incidents involving damage to other persons or property must be promptly reported to the appropriate law enforcement agency for investigation and possible determination of fault. Additionally, the employee's will notify the Fire Chief as soon as possible.

Employees/members should be aware that the general rule is that "insurance follows the car"; therefore, their own auto insurance is primary in cases in which the employee's vehicle, being used on official SPFD business, is involved in a collision with other vehicle(s) or causes injury or damage to other persons or property when the employee or his/her alternate driver (when another employee or driver is operating the vehicle) is found to be at fault or responsible for the damage or injury caused. This means that employee should report the collision/incident to their auto insurance carrier as soon as possible.

**Damage to employee's own vehicle:**

Employees should be aware that liability and property insurance coverage provided through VFIS **does not cover damage to an employee's privately-owned vehicle being used in the conduct of official county business.**

Employees who sustain damage to privately-owned vehicle while on SPFD business must be aware that their auto insurance carrier (under comprehensive coverage) is the primary payer subject to deductible provisions of their auto insurance policy. The claim may be subrogated to another vehicle insurer, homeowner's insurance carrier or other insurance carrier if cause of damage is clearly established and attributed to someone other than the employee.

Therefore, when an employee's privately-owned vehicle is damaged while being used in the conduct of official SPFD business, the damage should be investigated by appropriate law enforcement, be reported to employee's auto insurance carrier, and be promptly reported to the Fire Chief.



No employee/member, supervisor, officer, nor the Fire Chief may commit SPFD or its vehicle liability carrier to responsibility for or payment for any damage or loss (including deductibles) involving an employee's privately-owned vehicle including, but not limited to, any of the following: road service, towing, repairs, replacement parts; or loss of use of vehicle requiring replacement vehicle lease or rental; or alternate transportation cost(s); or damage to vehicle caused by road hazards; or damage caused by running over, colliding with, striking or being struck by animals, gravel, debris, objects falling from vehicles; or by storm damage or flooding; or by vandalism to vehicle including glass breakage, body or surface damage; or by theft of vehicle, vehicle parts, accessories, personal property from within vehicle; or by any other accident, willful act or incident resulting in damage to employee's vehicle.

Only in extraordinary cases will SPFD pay deductibles, or pay for repairs or other costs resulting from damage to or loss of use of an employee's privately-owned vehicle. Such payments may be made only upon approval of Board of Directors.

Employees should contact the Fire Chief for guidance when damage occurs to privately-owned vehicle while being used in the conduct of official SPFD business.

Damage which occurs to an employee's/members vehicle while being operated on or being parked on SPFD premises is not covered by the SPFD's vehicle liability insurance unless the SPFD is at fault or causes the damage. Such incidents should be thoroughly investigated by appropriate law enforcement and should be promptly reported to the Fire Chief for filing of claim.

### **Employee Assistance Program (EAP)**

SPFD Members/employees and their immediate household members may use our EAPs to help manage issues that could adversely impact their work and personal lives. Mrs. Clarkie Johnson our EAP manager typically provides referrals to additional resources, thru our Primary Occupational & Health Provider US Health Works. The issues for which our EAP provides support vary, but examples include

- [substance abuse](#)
- [safe working environment](#)
- [emotional distress](#)
- major life events, including births, accidents and deaths
- [health care](#) concerns
- financial or legal concerns
- family/personal relationship issues
- work relationship issues
- concerns about aging parents

The SPFD is committed to assisting all members with any problem relating to the above listed categories. Our EAP's services are usually free to the employees, having been pre-paid by the SPFD. In many cases, we referred our employees to local available resources



dealing with the issues listed above. Many of our local resources have skilled employees that specialize in the areas listed above and can further assist our employees, while at the same time maintaining confidentiality in accordance with privacy laws and professional ethical standards. It is our policy not to publicize which employee's or members are utilizing the EAP, unless there are extenuating circumstances and the proper release forms have been signed. In some rare circumstances, an SPFD employee may be advised by management to seek EAP assistance due to job performance or behavioral problems.

Participation in any program offered by or thru US Health Works should not affect membership or career advancement nor will it protect the employee from disciplinary action for continued substandard job performance.

The SPFD will adhere to federal and department policy on records involving these programs. Furthermore, any member who experiences trauma, death, or general sorrow may request, through their supervisor, an opportunity to discuss their situation with a Critical Incident Stress Representative or Management Team. The Fire Chief will set up Critical Incident Stress Management after all incident that involve exceptional trauma and death during an incident call involving our members and the Critical Incident Stress Management Program shall be utilized for incidents including fatalities, mass casualties, or injuries of Fire Department personnel when the situation indicates psychological stress.

## **SECTION X - EMPLOYEE BENEFITS**

### **SECTION I**

#### **Paragraph 1. Insurance Benefits**

- a) The Stoney Point Volunteer Fire Department Inc. (SPFD) within the limits of the annual budget provides medical (Workers Compensation) and life insurance programs to all members. It further provides additional medical insurance to its full time employees through available commercial companies in business to provide medical insurance. The SPFD may make other benefits and group insurance plans available for its employees upon authorization by the Board of Directors.
  1. Upon separation of regular permanent employment, an employee's medical insurance and other benefits are terminated. The SPFD does not provide COBRA/retiree medical benefit provisions in its employee benefit program.

#### **Paragraph 2. Unemployment Compensation**

The SPFD shall pay such unemployment compensation benefits as required by law and authorized by order of the Employment Security Commission.

### **Paragraph 3. Old Age and Survivors Insurance (Social Security)**

The SPFD, to the extent of its lawful authority and power shall extend Social Security benefits for its eligible employees in accordance with the provisions of the Social Security Act. The federal Social Security program provides monthly benefits upon retirement, based on the mandatory retirement age. (Refer to current Social Security Administration guidelines.) The SPFD shall pay such Social Security benefits as required by law.

### **Paragraph 4. Retirement Benefits**

Each employee in a budgeted position, working a minimum of 1,000 hours per year, MAY apply to be enrolled in a 401(k) retirement plan sponsored by SPFD based on the availability of funds. If available each approved participating member will contribute, through payroll deduction, six percent (6%) of their gross payroll each month to the system and the SPFD will match each contribution up to 5% of the member's monthly gross income.

### **Paragraph 5. Death Benefit**

The SPFD has an accidental \$ 30,000 policy on all its members and all members are also covered under the Federal Governments Public Safety Officers Benefits Program as well as the benefits eligible under the North Carolina State Firefighter's Association that applies to all Line of Duty Deaths.

### **Paragraph 6. Benefits – Other**

SPFD, as the employer, provides the following additional benefits to employees:

- a) Workers' Compensation – Provides coverage to all full and part-time employees to cover medical expenses and lost time from work due to work-related injuries.
- b) Employee Assistance Program (EAP) – Provides assistance to all employees and immediate family members in resolving family problems, alcoholism, marriage difficulties, financial trouble, stress, drugs, and depression.

### **Paragraph 7. Benefits – Other (Optional)**

Additional deductions or benefits may be allowed at the option of the employee, under the provisions of the insurance contracts, and their cost may be deducted from the employee's pay:

- a) Miscellaneous insurance
- b) Family Plan's
  - b) NCSFA 401(k) Plan
- c) See Employee Benefits Program below Section VIII for additional member's benefits.

## SECTION II, GOVERNING BOARD BENEFITS

### Paragraph 1. Insurance Benefits

The members of the Board of Directors shall receive all the applicable benefits afforded to our volunteer membership as outlined in Section VIII of the Employee Benefits Section.

### SECTION III Annual Leave

- a) For the purpose of earning and accruing annual leave, the period of twelve (12) calendar months between January 1 and December 31 is established as the leave year.
- b) For the purpose of earning benefits any employee must work at least half of a completed month.
- c) Employees shall not be permitted to take annual leave during the first nine (9) months unless the denial of such leave will create an unusual hardship. Any annual leave granted during this period shall have the prior approval of the Fire Chief.
- d) Employee occupying a permanently established 12/24 hour shift budgeted position shall earn annual leave on a completed month in accordance with following schedule of total service:
  - 01 month through 72 months (6 Years): 5 days/year –
  - 73 months through 144 months (12 Years): 6 days/year –
  - 145 months and thereafter 9 days/year –
  - 40 Hour salaried employees will receive vacation as approved by the Board of Directors.
- e) Annual leave may be accumulated and will not exceed annual leave totals per calendar year based on the above listed annual totals based on months of service **Employees separating from service, payment for accumulated leave shall not exceed ten (10) days.** On December 31, any employee with more than fifteen (15) days of accumulated leave balance will have the excess leave balance transferred to sick leave and only ten (10) days are carried forward to January 1 of the next calendar year. **(All accumulated sick leave is capped at 300 hours)**
- f) Annual leave shall be taken with the prior approval of the employee's shift Lieutenant's/Captain's approval recommendation and approved by the Fire Chief. A 15 day notification and submission of annual leave is required by all members to insure ample time for the coordination of continued coverage. Only one (1) member per shift will be authorized vacation or annual leave at a time.
- g) Any employee who separates will lose his sick leave.

i) The estate of an SPFD employee who dies while employed by the SPFD shall be entitled to payment for all of the accumulated annual leave credited to the employee's account, not to exceed maximum of fifteen (15) days.

h) An employee who is separated shall be paid for annual leave accumulated to the date of separation, which is not to exceed a maximum of fifteen (15) days.

j) Due to the makeup of our combination (Volunteers & Paid), regular annual leave will not be approved in conjunction with both state and national holidays.

## **SECTION IV HOLIDAYS AND LEAVE**

### **Paragraph 1. Paid Holidays Observed**

a) The following holidays, and such others as the Board of Directors may designate, shall be observed by SPFD employee's:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veterans Day (Veterans Only)
6. Thanksgiving Day
7. Christmas Day & Non Shift Workers also receive a ½ day for Christmas Eve.

b) All shift employees appointed to a permanently established position, that are normally scheduled to work on the day on which the holiday falls, shall receive these holidays with pay.

c) Employees who wish to use leave for religious observances must request leave annual leave through their shift lieutenant/captain and approved by the Fire Chief. Annual leave for religious observance may be denied only when granting the leave would create an undue hardship for the SPFD.

### **Paragraph 2. Effect of Holidays on Other Types of Paid Leave**

Regular holidays that occur during an annual, sick, or other paid leave period of any employee of the SPFD shall not be charged as annual, sick, or other paid leave.

### **Paragraph 3. Holidays – When Work is Required**

Non Shift Employees required to perform work on regularly scheduled holidays may be granted compensatory time off at the rate of one (1) hour off for each hour worked on a holiday. Compensatory time for holiday work shall be granted **within three (3) months of the time it is earned.**



## **SECTION V Sick Leave**

a) Employees may be granted accrued sick leave for absence due to the following:

1. Sickness or bodily injury that prevents the employee from performing his or her regular duties. (Employee's must provide a doctor's note to claim sick leave. Work missed due to sickness without a doctor's note will be charged to the members vacation balance) (Members calling in sick must provide a doctor's note).

2. Medical or dental appointments for the employee or immediate family. (Non-emergency medical appointments should be scheduled during breaks for employees working shift work.)

3. The actual period of temporary disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery thereof. A doctor's certificate is required to verify the employee's period of temporary disability for these reasons.

4. Exposure to a contagious disease when continuing work might jeopardize the health of others.

5. Death in the employee's immediate family, not to exceed three (3) days for any one occurrence. The Fire Chief MAY authorize additional leave time, under exceptional circumstances.

6. Sickness or illness of immediate family will be capped at three (3) days for any occurrence. The term immediate family means an employee's wife, husband, mother, father, guardian, son, or daughter. All others must first be approved by the Fire Chief on a case by case basis. The Fire Chief MAY authorize additional leave time, under exceptional circumstances

b) Employees must notify their immediate shift Lieutenant/Chief Officer of all requests for sick leave before the leave is taken, or not later than two (2) hours before the beginning of a scheduled working day. Shift Chief Officers will notify the Fire Chief no later than two (2) hours after the beginning of the scheduled work shift. In the absence of the Fire Chief the on-call duty chief will be notified and the Clerk to the Board (Human Resource Officer) will be notified in writing of the absence in order to properly document the absence on the individual's daily work schedule and attendance calendar.

c) Each regular salaried employee occupying a permanently established budgeted position shall earn sick leave on a monthly basis at the same rate as vacation as outlined in Section III (d) of this appendix. All sick leave will be capped at 300 hours.

d) The employee's Fire Chief may require a statement from a physician or other acceptable proof that the employee was unable to report to work, as a condition of approving sick leave. At the expiration of an authorized sick leave period, the employee's

Fire Chief may require a physical and/or mental examination at the SPFD's expense and by a physician of its choice to determine if the employee is able to resume his or her normal duties.

- e) There are no provisions for the use Earned Sick leave for retirement purposes. Any SPFD Employee that retires will forfeit all accrued sick leave on the date of retirement.
- f) There are no provision for the inclusion of transferring into the SPFD any accrued leave or sick leave when hired on with the SPFD.

### **ADVANCED SICK LEAVE**

The benefit of Advanced Sick Leave has been discontinued, and cannot be sustained by Stoney Point due to limited budget limitations.

### **The Family and Medical Leave Act of 1993**

- a) Leave without pay may be granted for up to twelve (12) weeks by the Fire Chief. Leave without pay may be granted during the time before and after childbirth or adoption when no actual disability is present. When an actual disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery thereof exists, employees will use

Accumulated sick leave. Upon returning to duty after being on leave without pay, the employee shall be guaranteed a position of the same classification, seniority, and pay. Failure to report for duty at the expiration of the leave-without-pay period, unless an extension has been granted, shall be considered a resignation.

### **Military Leave**

- a) An employee who is a member of the National Guard or the Armed Forces Reserve will be allowed ten (10) working days of military training leave annually without SPFD compensation.
- b) In order to allow funding for backfill at SPFD, all members while on military leave the employee's compensation, leave credits and other benefits will cease during the period of military leave. Employees who are reservists have all job rights specified in the Veterans Readjustment Assistance Act, meaning their job will be retained as long as verification of military recall or required training weekends are verified and documentation is submitted to the Fire Chief.

### **MILITARY MEDICAL BENEFITS**

Employees who are called to extended active duty and their dependents are covered by the Military Health Benefits Program may not continue in the SPFD's Blue Cross & Blue Shield Health Plan. Coverage ends on the last day of the month following the termination of employment. Upon return from extended active duty, reinstatement is not automatic. The employee should re-enroll himself/herself for coverage effective on the day of return.

This should be done within thirty (30) days of return; otherwise, employees will be subject to a waiting period for pre-existing conditions. (This will only apply to members of the National Guard or Reserve that were hired on and active members of the guard or reserve on their date of hire.)

### **Court Leave**

A county employee called for jury duty or as a court witness for the federal or state government or subdivision thereof is entitled to annual/sick leave with pay for the period of absence required not exceeding two (2) weeks. The affected employee will coordinate with the Fire Chief if his absence will be long term. (SPFD cannot sustain long term court leave exceeding two (2) weeks). SPFD members on jury duty that are released from jury duty by 3:30 PM are required to report back to work and complete their shift.

### **Educational Leave with Pay**

Any schools required and scheduled for any SPFD employee by and for SPFD purposes that is outside of his/her normal work hours will be compensated for their time either through pay or compensatory time off, but must first be approved by the Fire Chief.

## **SECTION VI - VOLUNTARY SHARED LEAVE POLICY**

### **Paragraph 1. Purpose**

There are occurrences brought about by serious and prolonged medical conditions that cause SPFD employees to exhaust all available leave, and therefore, be placed on leave without pay. Such employees forced to go on leave without pay could be without income during the most critical point in their life. It is recognized that fellow employees may wish to voluntarily donate some of their accumulated VACATION leave so as to provide assistance to other SPFD employees. This Policy intends to provide an opportunity for employees to assist another affected by a medical condition that requires absence from work for a prolonged period of time resulting in possible loss of income due to lack of accumulated leave.

### **Paragraph 2. Policy**

In cases of prolonged medical condition, an employee may apply to become a recipient of leave transferred from the vacation leave account of another employee within SPFD. Medical condition means, the medical condition of an employee child or other dependents living in the employee's household of such employee that is likely to require an employee's absence from work for a period of four workweeks or more, and to result in a substantial loss of income to the employee due to limited leave in the employee's account. The intent of this policy is to allow employees to assist one another in case of a crisis involving a serious or prolonged medical condition that qualifies for family medical



leave. It is not the intent of this policy to apply to incidental, normal, short-term medical conditions or illnesses. The use of vacation leave on a shared basis for any purpose other than specified by this policy is prohibited.

Establishment of a leave “bank” for use by unnamed employees is expressly prohibited. Leave must be donated on a one-to-one personal basis. This policy does not apply to employees on workers compensation leave.

Individual leave records are confidential and only individual employees may reveal their donation or receipt of leave. The employee donating leave must sign a release form and cannot receive remuneration for leave donated. Any donation of vacation for sick leave purposes must be done on a voluntary basis. Solicitation on the part of SPFD Officers is prohibited. An employee shall not directly or indirectly intimidate, threaten, or coerce any other employee for the purpose of interfering with any right an employee may have in donating, receiving or using annual leave under this program.

Such action by any employee will result in disciplinary action up to and including **dismissal** on the basis of personal conduct.

The Privacy Act makes medical information confidential; therefore, prior to making the employee’s status public for purpose of receiving shared leave, the employee must sign a release to allow the status to be known. The Fire Chief, will make the final decision. Each case will be examined and decided based on its conformity to policy intent and must be handled consistently and equitably. Participation in this program shall be based on the applicant’s and donors past compliance with leave rules.

### **Paragraph 3. Administration**

#### **A. Qualifications**

1. Applicant must be a permanent, full-time employee for at least twelve months.
2. At the time of request, applicant must have exhausted all sick, annual and compensatory leave to be eligible; the applicant’s sick leave and annual leave balance must be zero.
3. Applicant shall apply to the Fire Chief for participation; the Fire Chief shall review the request and approve or not approve the request.
4. The application shall include name, social security number, title, assigned shift, and description of medical condition, doctor’s statement, and estimated length of time needed to participate in program.
5. The amount of donated leave is not to reduce the donor’s vacation leave balance in half. The maximum amount of leave donated may be no more than half of the annual leave accrual per year, either continuously or, for the same condition on a recurring basis.
6. The minimum donation at one time is eight (8) hours for non-shift personnel and 24 hours for shift personnel, unless fewer hours are requested.

#### **B. Accounting and Usage Procedures**



1. The Clerk to the Board, in conjunction with the Station Admin Chief, shall establish a systems of leave accountability, which will accurately record leave donations and recipient's use. Such accounts shall provide a clear and accurate record of financial and management audit purposes: maintaining file of donors and the amount of leave donated; notifying recipients and donors of when leave is granted and the amount granted.
2. Actual transfer of donated leave will occur at the end of each month, but will be retroactive to the days of the month where there is no leave balance. This will eliminate the possibility of the recipient having unused donated leave in his or her leave account after the approved need has ended. Approved recipients may start receiving shared leave as of the first of the month following the month in which they go into Leave Without Pay status.
3. At the expiration of the medical condition, any unused leave in the recipient's donated leave account shall be returned to the donor(s).

## **SECTION VII - THE PAY PLAN**

### **Paragraph 1. Adoption.**

The schedule of salaries is reviewed on an annual basis by the Board of Directors during the Budget Process. Due to the limited number of employee's all pay and compensation benefits are set each year by the Board of Directors based on the projected annual budget. (See Approved Budget for the current Fiscal Year)

### **Paragraph 2. Pay Information Plan.**

The Fire Chief will be responsible for the administration and maintenance of the pay plan/schedule. The Fire Chief will recommend annually to the Board of Directors pay and compensation information based on the projected budget, and economic conditions. The Chief will be responsible to conduct comparative studies of pay and compensation for personnel in similar positions within the county and region. The intent is to offer comparative and competitive wages to the best of our ability and within our projected budget range to our full time employees that will sustain retain ability.

### **Paragraph 3. Salary of Trainee.**

A new applicant hired that is not fully qualified for the position hired, will receive reduced wages until all qualifications are met.

## **Section VIII - Additional Members Benefits:**

## Benefits Available To Members Of Approved Fire Departments in North Carolina

- “In Line of Duty Death Benefit” - \$25,000.00 •
- N. C. Firemen’s Pension Fund - \$167.00 per month at age 55 and 20 years of service. •
- Departments Eligible For Purchase Of Workers Compensation •
- Federal Public Safety Officers Death Benefit - \$295,000.00 plus annual cost of living adjustment.
- Local Relief Fund
  1. To safeguard any fireman in active service from financial loss, occasioned by sickness contracted or injury received while in the performance of his duties as a fireman.
  2. To Provide reasonable support for those actually dependent upon the services of any fireman who may lose his life in the fire service of his town, city, or State, either by accident or from disease contracted or injury received by reason of such service. The amount is to be determined according to the earning capacity of the deceased.
  3. To provide assistance, upon the approval of the Executive Director of the State Firemen’s Association, to a destitute member fireman who has served honorably for at least five (5) years.
  4. To provide for the payment of any fireman’s assessment in the Firemen’s Fraternal Insurance Fund of the State of North Carolina if the board of trustees find as a fact that said fireman is unable to pay the said assessment by reason of disability.
  5. To provide for benefits of supplemental retirement, workers compensation, and Other insurance and pension protection for firemen otherwise qualifying for benefits from the Firemen’s Relief Fund as set forth in Article 85 of this chapter.
  6. To provide for educational benefits to firemen and their dependents who otherwise qualify for benefits from the Firemen’s Relief Fund as set forth in Article 85 of this paragraph.

### ***Educational Benefits***

1. Educational Death Benefit- The payment for the education of dependent children of members killed in the line-of-duty.
2. Scholarships for members – 9 @ \$6,000.00 over 4 years • 9 @ \$1,500.00 over 2 years
  - Presidential Scholarship 1 @ \$6,000.00 over 4 years • Presidential Scholarship 1 @ \$1,500.00 over 2 years • Firefighter Scholarship 1 @ \$6,000.00 over 4 years • Transfer Scholarship 1 @ \$3,000.00 over 2 years Total \$84,000.00 per year
3. Educational loans available through College Foundation, Inc. for members and children of members. •
  - A. Loans have attractive interest rates.
  - B. B. Long repayment period.

4. Free Legal Benefits – Free legal assistance for dependents of firemen killed or disabled in the line of duty. •\$10,000.00 Accidental Death and Dismemberment Insurance – Furnished to all members of the Association at no charge.
5. Fraternal Insurance – Available for members. • 30 and Under \$10,000.00 • 31 thru 40 \$ 5,000.00 • 41 thru 50 \$ 2,500.00 • 51 thru Life \$ 1,500.00
6. Legislative Representation
7. N.C. Fire College and Pump School Web Site – Provides information to the Firemen of North Carolina.
8. Fax Machine – Can be used 24 hours per day. (Fax # 252-753-3335)
9. 800 Number – Installed for your convenience (1-800-253-4733)
10. E-Mail – [NCSFA@Mindspring.com](mailto:NCSFA@Mindspring.com)
11. Personalized North Carolina State Firemen’s Association Credit Card.

**Benefits for Covered Injuries and Illnesses In the line of Duty**

1. Covered Injury Death, Dismemberment, Loss of Sight, Speech or Hearing \$45,000
2. Seat Belt Benefit \$10,000
3. Dependent Child Benefit (Per Child) \$10,000
4. Bereavement Benefit \$ 6,000
5. Permanent Physical Impairment Benefit \$50,000
6. Cosmetic Disfigurement from Burns Benefit \$50,000
7. Covered Illness Death Benefit (Heart Attack, Stroke, & Infectious Diseases) \$50,000
8. Total Weekly Disability Benefit \$ 100
  - Primary Benefit \$ 100
  - Earned Income Replacement Benefit \$ 0 •5% Cost of Living Adjustment Up to \$ 300
  - First Week Disability Benefit Up to \$ 1,000
9. Transition Benefit Up to \$ 100
10. Partial Disability Benefit Up to \$ 100
11. Weekly Hospital Confinement Benefit \$ 105
12. Outpatient Treatment Benefit \$ 105
13. Medical Expense Benefit –
  - Injury \$ 7,500
  - Plastic Surgery Benefit \$ 1,875
  - Medical Expense Benefit – Illness \$ 7,500
  - Retraining Benefit Up to \$20,000
  - Rehabilitation Benefit \$ 1,000
  - Family Expense Benefit \$ 1,000
  - Mental Stress Management Benefit (Per Person, Per Incident) \$ 1,000

Traumatic Incident Benefit (Per Covered Activity) \$ 1,000  
Benefits are Excess of Workers' Compensation

**Non-Line-Of-Duty Benefit**

Provident Accident & Sickness Association AD & D

- Non-Duty Related AD&D \$10,000 Death Benefit

If you have any questions concerning Benefit

Contact NCSFA 1-800-253-4733

Coastal Benefits 1-800-567-8914

**Closing Statement**

Successful working conditions and relationships depend upon successful communication. It is important that employees/members stay aware of changes in procedures, policies, and general information. It is also important to communicate ideas, suggestions, personal goals, or problems as they affect work at SPFD.

**ACKNOWLEDGMENT**

I acknowledge that I have received a copy of the Stoney Point Personnel Employment Policies & Employee Benefits Program, and I do commit to read and follow these policies.

I am aware that if, at any time, I have questions regarding SPFD policies & benefits I should direct them to the Fire Chief or the Clerk to the Board of Directors in his/her absence.

I know that SPFD policies and other related documents do not form a contract of employment and are not a guarantee by SPFD of the conditions and benefits that are described within them. Nevertheless, the provisions of such SPFD policies are incorporated into the acknowledgment, and I agree that I shall abide by its provisions.

I also am aware that SPFD, at any time, may with or without prior notice, change, add to, or delete from the provisions of the company policies.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_

\_\_\_\_\_



Employee's Signature

Date

\_\_\_\_\_  
Fire Chief / Clerk to the Board

\_\_\_\_\_  
Date



**APPENDIX “A”** Personnel Benefits Policy - Position Classification Plan.

The following full time, part time and volunteer position classification plan is posted.

1. Clerk to the Board - Authority Governing Board - Reports to the Chairman
2. Sta. paid FT Chiefs (2) - Authority Governing Board - Reports to the Fire Chief
3. Shift Supervisor (3) - Authority Governing Board - Reports to Sta. FT Chiefs & Fire Chief
4. Firefighters (9) - Authority Governing Board - Reports to Shift Supervisor
5. Maintenance Officer (1)- Authority Governing Board - Part time Position – Fire Chief
6. Over hire (3) - Authority Governing Board- Part time Position as needed
7. Chief Officers (5) - Authority Governing Board - Vol./ Monthly Re-imburements
8. Volunteers (80) - Authority Governing Board- Per Call / Per Night
9. Auxiliary (20) - Authority Governing Board- None
10. Governing Board (7) - Authority By-Laws Elected Officials

