
Immokalee Fire Control District

502 East New Market Road

Immokalee, FL 34142

239-657-2111



District Policy Manual

Revised 2017-03-16

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THE IMMOKALEE FIRE CONTROL DISTRICT MISSION STATEMENT

It is our mission to protect the life and property of our customers –
The citizens and visitors of the Immokalee Fire Control District – by
providing public safety services, fire suppression, fire prevention and
education, emergency medical services, and hazardous incident
mitigation at the highest level of service in a courteous and ethical
manner.

Whereas;

The Immokalee Fire Control District (IFCD) is committed to protecting the people and property within our community. We will be responsive to the needs of our citizens by providing rapid, professional, humanitarian services essential to the health, safety, and well-being of the community.

We will accomplish our mission through prevention, education, fire suppression, first responder medical service, and other related emergency and non-emergency activities. We will actively participate in our community, serve as role models, and strive to efficiently use all of the necessary resources at our command to provide a product deemed excellent by our citizens.

APPROVED BY: The Immokalee Fire Control District Board of Fire Commissioners:

Patricia Anne Goodnight	Chair
Joseph Brister	Vice-Chair
Edward “Ski” Olesky	Treasurer
Bonnie Keen	Commissioner
Robert Halman	Commissioner

Revised: April 14, 1994, 3/15/12, 2014-09-18, 2015-01-08, 2015-08-20, 2016-08-18

ii Welcome new employee!

On behalf of our colleagues, I welcome you to the Immokalee Fire Control District and wish you every success here.

We believe that each employee contributes directly to The Immokalee Fire Control District's growth and success, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with The Immokalee Fire Control District.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Revised 3/15/12

iii INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with The Immokalee Fire Control District and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by The Immokalee Fire Control District to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As The Immokalee Fire Control District continues to grow, the need may arise and The Immokalee Fire Control District reserves the right to revise, supplement, or rescind any policies or portion of the handbook, as it deems appropriate. The only exception to any changes is our employment-at-will policy permitting you or The Immokalee Fire Control District to end our relationship for any reason at any time. Employees will, of course, be notified and provided a copy of such changes to the handbook as they occur.

The Immokalee Fire Control District is not waiving any rights within any of the articles of this Policy Manual, and nothing in this Policy Manual is to be construed as the District waiving any rights of the Immokalee Fire Control District as related to any facet of the administration, management, or operations of the Immokalee Fire Control District, including collective bargaining and any and all management rights provided for in local, state, or federal ordinance, rule, or law.

Revised 7/17/2014

101 NATURE OF EMPLOYMENT

This book is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with The Immokalee Fire Control District.

However, this handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor The Immokalee Fire Control District is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time.

In order to retain necessary flexibility in the administration of policies and procedures, The Immokalee Fire Control District reserves the rights to change, revise, or eliminate any of the policies, procedures and/or benefits described in this handbook. The only recognized deviations from the stated policies are those authorized and signed by The Board of The Immokalee Fire Control District Board of Commissioners when presented by the Chief of The Immokalee Fire Control District.

Revised 3/15/12

102 EMPLOYEE RELATIONS

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communication can be clear and the attitudes can be positive. We believe that The Immokalee Fire Control District amply demonstrates its commitment to employees by responding effectively to employee concerns.

Revised 3/15/12

103 EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at The Immokalee Fire Control District will be based on merit, qualifications and abilities. Except where required and permitted by law, employment practices will not be influenced or affected by an applicant's or employee's race, color, religion, sex, national origin, age or any other characteristic protected by law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Revised 3/15/12

104 HIRING OF RELATIVES

It is the intent of the Immokalee Fire Control District to conduct the hiring of relatives in accordance with State and Federal nepotism laws.

The Immokalee Fire Control District recognizes that relatives are presently employed within the District, and is committed to monitoring the situation. In the case of actual or potential problems, the Immokalee Fire Control District will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage, and as further defined in F.S.112.3135, as amended from time to time.

Revised 3/15/12

105 EMPLOYEE MEDICAL EXAMINATIONS

To help assure that employees are able to perform their duties safely, medical examinations will be required.

Current employees will be required to take medical examinations to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at the Immokalee Fire Control District's expense.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially.

Revised 3/15/12

106 IMMIGRATION LAW COMPLIANCE

The Immokalee Fire Control District is committed to employing only United States Citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with The Immokalee Fire Control District within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Office of the Chief. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Revised 3/15/12

107 CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which The Immokalee Fire Control District wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of The Immokalee Fire Control District business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if any employee has any influence on transactions involving purchases, contracts or leases, it is imperative that he or she disclose to an officer of The Immokalee Fire Control District as soon as possible the existence of any actual or potential conflicts of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which The Immokalee Fire Control District does business but also when an employee or relative receives any kickback, bribe, substantial gift or special consideration as a result of any transaction or business dealings involving The Immokalee Fire Control District.

The materials, products, designs, plans, ideas and data of The Immokalee Fire Control District are the property of The Immokalee Fire Control District and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including possible termination of employment.

Revised 3/15/12

108 OUTSIDE EMPLOYMENT

This policy applies to all employees of Immokalee Fire Control District.

Employees may hold outside jobs as long as they meet the performance standards of their job with The Immokalee Fire Control District. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to The Immokalee Fire Control District's scheduling demands, regardless of any existing outside work requirements. If The Immokalee Fire Control District determines that an employee's outside work interferes with performance or the ability to meet the requirements of The Immokalee Fire Control District as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with The Immokalee Fire Control District.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside The Immokalee Fire Control District for materials produced or services rendered while performing their jobs.

Notwithstanding any provision of other laws, personnel of the IFCD shall not be discriminated against, or be prohibited from, engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

Revised 8/20/2015

109 EMPLOYMENT BACKGROUND INVESTIGATIONS

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A. Purpose

The Immokalee Fire Control District reserves the right to conduct background investigations on job applicants. This is done to ensure that individuals who join the District's workforce are well qualified, have a strong potential to be productive and successful, and have honestly presented their background and qualifications as outlined in their application materials. The District will conduct the background investigations in accordance with the Fair Credit Reporting Act.

B. Scope

The job applicant background investigations authorized in this policy shall apply to the hiring of all District employees and volunteer firefighters.

In addition, this policy does not pertain to the verification of a job applicant's education, business/occupational license status, previous work history or personal references. These verifications should continue to be completed by staff prior to making a conditional offer of employment to the job applicant.

C. Responsibility

The Fire Chief or his designee will initiate all background investigations covered by this policy. The Fire Chief or his designee will be the primary liaison to the investigating agencies and upon receipt of the investigation results will notify the appropriate bureau head as to whether the job applicant has met the District's hiring criteria. In the event a job applicant does not meet the District's hiring criteria, the Fire Chief or his designee will provide appropriate notice to the job applicant in accordance with applicable laws.

D. Job Applicant Background Investigations

Job applicant background investigations are performed only after a conditional offer of employment has been made and the job applicant has been informed in writing of the investigation and has authorized such. If the job applicant refuses to authorize the investigation, the conditional offer of employment will be rescinded.

All job applicant background investigations will consist of at least the following searches:

1. State-Wide Criminal Background Search - A search of a state's criminal records database consisting of felonies and/or misdemeanors.
2. Social Security Number Search - A search which provides name, date issued and state, as well as up to the last three (3) addresses.
3. Wants and Warrants Search - A search to determine if the job applicant is wanted by a state or federal authority or has an outstanding warrant at a state or federal level.
4. Sexual Offender/Predator Search - A search to determine if the job

applicant has been designated as a Sexual Offender/Predator under Florida law.

5. Social Networking Sites Search - A search of social networking sites.
6. Motor Vehicle Report Search - A search of the issuing state's driver license database in order to determine license validity, violations and points. This search is performed for any job applicant that has been offered employment in a position in which they would be authorized to drive a District vehicle or their own vehicle while conducting District business.
7. Previous Drug and Alcohol Testing Records Search - A search of a job applicant's previous Department of Transportation (DOT) regulated employer's drug and alcohol testing records within the last three (3) years.
8. Consumer Credit Search - A search of a job applicant's consumer credit history. This search is performed for any job applicant that has been offered employment in a position that involves the handling of cash and/or checks on a reoccurring basis.

E. Adverse Job Applicant Background Investigation Results

In reviewing and analyzing the State-Wide Criminal Background Search, the District considers:

- The nature and gravity of the offense or conduct;
- The time that has passed since the offense, conduct and/or completion of the sentence; and
- The nature of the job held or sought.

For firefighter positions, the District also considers whether the applicant has an arrest awaiting final disposition, has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or has been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under Florida Statute Section 435.04(2) or similar law of another jurisdiction. Further, the District considers whether the applicant has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in Florida Statute Section 741.28, whether such act was committed in this state or in another jurisdiction.

The District may also make an individualized assessment when reviewing background investigation results with respect to a record of criminal activity including, but not limited to:

- The facts or circumstances surrounding the offense or conduct;
- The number of offenses for which the individual was convicted;
- Age at the time of conviction, or release from prison;
- Evidence that the individual performed the same type of work, post-conviction, with a different employer, with no known incidents of criminal conduct;

- The length and consistency of employment history before and after the offense or conduct;
- Rehabilitation efforts;
- Employment or character references and other information regarding fitness for the position applied for;
- Whether the individual is bonded under a federal, state, or local bonding program.

Based on the foregoing, the job applicant's conditional offer of employment may be rescinded if the screening results are not satisfactory to the District including, but not limited to, any of the following situations:

1. Any false statement or omission of material facts in the job application materials.
2. Conviction of any felony offense during the seven (7) years prior to the date of employment or the perpetration of an act that would constitute any felony offense, whether criminally prosecuted or not.
3. Conviction of two (2) or more alcohol/drug related offense(s) during the ten (10) years prior to employment.
4. Conviction of drug related offense(s) during the five (5) years prior to employment.
5. Conviction of any misdemeanor drug offenses from five (5) to seven (7) years prior to the date of employment will be reviewed on a case by case basis to determine employment eligibility.
6. Conviction of alcohol related offense(s) during the three (3) years prior to employment.
7. Conviction of any misdemeanor alcohol related offenses from three (3) to seven (7) years prior to the date of employment will be reviewed on a case by case basis to determine employment eligibility.
8. Conviction of any misdemeanor crimes of violence during the seven (7) years prior to the date of employment will be reviewed on a case by case basis to determine employment eligibility.
9. Conviction of any crime involving moral turpitude, fraud, dishonesty, embezzlement or violence in the workplace during the seven (7) years prior to the date of employment.
10. Job applicant is classified as a Sexual Offender/Predator.

11. Conviction of any crime or other offenses deemed relevant to the position applied for will be reviewed on a case by case basis.
12. The perpetration of an act that would constitute any offense listed within this document, whether criminally prosecuted or not, bears the same weight as if the applicant had been convicted.
13. All offenses listed within this document are not withstanding any suspension of sentence or withholding of adjudication.
14. Job applicant has current arrests and/or pending charges. At such time that the current arrests and/or pending charges are cleared, the job applicant may be eligible for hire.
15. Job applicant's previous arrests involving dispositions other than convictions will be reviewed on a case by case basis.
16. Job applicant is wanted by a state or federal authority or has outstanding warrants by a state or federal authority.
17. Conviction of Driving under the Influence, Refusal to Submit to a Breathalyzer, or conviction of Reckless Driving, during the five (5) years prior to the date of employment if the job applicant has been offered a position that requires driving.
18. A Non-contested uniform traffic citation for Reckless Driving during the five (5) years prior to the date of employment will be reviewed on a case-by-case basis if the job applicant has been offered a position that requires driving.
19. Uniform Traffic Citation for leaving the scene of an accident during the five (5) years prior to the date of employment.
20. Driver's license suspended more than once or revoked during the three (3) years prior to the date of employment, if the job applicant has been offered a position that requires driving.
21. Accumulation of more than nine (9) points on a Driver's License in eighteen (18) months prior to date of employment, twelve (12) points in thirty-six (36) months prior to the date of employment, or accumulation of more than eighteen (18) points on a driver's license during the forty-eight (48) months prior to the date of employment if the job applicant has been offered a position that requires driving.

22. Two (2) or more failure to pay traffic fines during the three (3) years prior to the date of employment.
23. Two (2) or more seat belt violations during the three (3) years prior to the date of employment.
24. No indicators of a history as a habitual violator of traffic laws during the five (5) years prior to conditional offer of employment or date of employment.
25. A driving record during the seven (7) years prior to the date of employment that demonstrates repeated offenses and flagrant disregard for traffic laws if the job applicant has been offered a position that requires driving.
26. A positive drug/alcohol test result from a previous DOT regulated employer during the three (3) years prior to the date of the employment.
27. The District has determined or discovered any additional information, circumstances or factors of any kind, which may negatively impact the District and/or the applicant's job performance and which the District is permitted to consider in accordance with applicable law.
28. Employees in job classifications requiring operation of motor vehicles are required to maintain a valid Florida driver's license and must inform their direct supervisor immediately if their Florida driver's license is denied, expired, suspended, or ticketed. Immokalee Fire Control District conducts annual driver's license checks of employee's driving record for those employees required to operate motor vehicles while conducting District business. Corrective action up to and including separation from IFCD employment may result should the employee not maintain a valid driver's license.
29. **ARMED FORCES;** Any individual who has served in the Armed Forces of the United States and received a Dishonorable Discharge cannot be considered for employment with the District. Individuals who have served in the armed forces of another country and received a Dishonorable Discharge or the equivalent will be reviewed on a case-by-case basis after consultation with the United States Armed Forces to determine if a similar situation would have resulted in a Dishonorable Discharge from the

Armed Forces of the United States. Dishonorable discharges involving specific situations that would be equivalent to a minor infraction in civilian life may be considered on a case-by-basis by the Fire Chief or designee for continued consideration of employment

F. Background Investigation Results Received Prior to Employment Start Date

All background investigation results with the exception of the Previous Drug and Alcohol Testing Search and the Wants and Warrants Search must be received and properly reviewed prior to any job applicant starting employment with the District. Considering the amount of time it may take to receive the results of these searches, it is permissible to start a job applicant if these search results are not available. It is noted that if these search results are adverse in accordance with this policy then the employee will be immediately terminated upon receipt of the results.

2016-11-17 Revised

201 EMPLOYMENT CATEGORIES

It is the intent of The Immokalee Fire Control District to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and The Immokalee Fire Control District.

All full-time state certified employees are considered **SALARIED** employees under the Fair Labor Standards Act. These employees are considered to be working a variable workweek and their salary is for a variable number of hours in a designated work period.

Furthermore, each employee is designated as either **NONEXEMPT** or **EXEMPT** from federal and state wage and hour laws. **NONEXEMPT** employees are entitled to overtime pay under the specific provisions of federal and state laws. **EXEMPT** employees are excluded from specific provisions of federal and state wages and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

TEMPORARY employees are those filling a position not authorized in the District's final adopted budget and designated as a temporary position by the District, a budgeted position which is not intended to exist beyond six (6) months, or a regularly established position temporarily filled by a person as a replacement for an employee on a leave of absence. Temporary employment may be full-time or part-time at the discretion of the District. Temporary part-time employees are those who are normally scheduled to work less than thirty hours per week. Temporary employees have no expectation of continued employment beyond the stipulated temporary period. The temporary period may be extended at the discretion of the District. Employees holding Temporary positions may apply for positions with Regular employment status and, if selected without any break in service between the Temporary and Regular position assignment, may count time worked in the Temporary position toward the length of the required probationary period in the Regular position where the only difference between such positions is the Temporary/Regular classification or a part-time/full-time classification.

While Temporary positions receive all legally mandated benefits (such as Social Security, Workers' Compensation Insurance, overtime pay, etc.), they are ineligible for the District's other benefit programs not mandated by state or federal law (such as vacation leave, sick leave, or bereavement leave). Temporary employment does not count toward seniority status. Temporary full-time employees in a position intended to exist beyond three consecutive calendar months are eligible for health care benefits per the District's health benefit plan in place at the time of eligibility.

Generally, Temporary positions are not eligible for FRS. However, a person filling a regularly established position as a temporary replacement for a member on a leave-of-absence approved for more than 6 months shall be enrolled in FRS upon employment; or, if the leave is approved for 6 months or less and is subsequently extended beyond 6 months, such person shall be enrolled in FRS at the time of the extension; or if the leave-of-absence is open-ended, that is, the duration of the leave-of-absence is not documented, such person shall be enrolled retroactively to date of employment; otherwise such person shall be considered a temporary employee and shall not be reported for retirement purposes.

Further, certain positions identified in the FRS regulations, as amended from time to time, are not entitled to FRS benefits, regardless of whether they will exist beyond six consecutive calendar months.

REGULAR FULL-TIME employees are those who are not in a temporary or probationary status and who are regularly scheduled to work The Immokalee Fire Control District full-time schedule in a regular position included in the District's final adopted budget. Generally, they are eligible for The Immokalee Fire Control District's benefit package, subject to the terms, conditions and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not in a temporary or probationary status and who are normally scheduled to work less than thirty hours per week in a regular position included in the District's final adopted budget. While they do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they are ineligible for all of The Immokalee Fire Control District's other benefit programs not mandated by state or federal law (such as vacation leave, sick leave or bereavement leave). Regular part-time employees are eligible for FRS retirement benefits. Regular part-time employees will normally be scheduled to work less than a monthly average of 30 hours per week, although they occasionally may work 30 or more hours in a week.

PROBATIONARY employees are those whose performance is being evaluated to determine whether further employment in a specific position or with The Immokalee Fire Control District is appropriate. Employees who satisfactorily complete the probationary period will be notified of their new employment classification. Employees in all regular and temporary employment categories serve a probationary period, but employees serving in temporary positions that exceed the length of the probationary period do not attain Regular status.

CASUAL (Volunteer Firefighters/Cadet Firefighters) employees are those who have established an employment relationship with The Immokalee Fire Control District but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all legally mandated benefits (such as Workers' Compensation Insurance), they are ineligible for all of The Immokalee Fire Control District's other benefit programs not mandated by state or federal law.

202 ACCESS TO PERSONNEL FILES

The Immokalee Fire Control District maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases and other employment records.

Personnel files are the property of The Immokalee Fire Control District, and access to the information they contain is restricted. Generally, only supervisors and management personnel of The Immokalee Fire Control District who have a legitimate reason to review information in a file are allowed to do so.

With reasonable advanced notice, employees may review their own personnel files in The Immokalee Fire Control District's offices and in the presence of an individual appointed by The Immokalee Fire Control District to maintain the files.

When a personnel file is requested to be viewed or copied via a Public Records request, only those items permissible by Law will be provided.

Revised 3/15/12

203 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the Immokalee Fire Control District of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments and other such status reports should be accurate and current at all times.

Revised 3/15/12

204 PROBATIONARY PERIOD

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Immokalee Fire Control District uses this period to evaluate employee capabilities, work habits and overall performance. Either the employee or the Immokalee Fire Control District may end the employment relationship at will at any time during or after the probationary period, with or without cause or advance notice.

All new and rehired employees work on a probationary basis for the first 12 months after their date of hire/rehire. Employees who are promoted or transferred within the Immokalee Fire Control District must complete a secondary probationary period of the same length with each reassignment to a new position. Any significant absence will automatically extend a probationary period by the length of the absence. If the Immokalee Fire Control District determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a period no greater than 3 months, at which time a decision will be made regarding the probationary employee's continued employment.

Upon satisfactory completion of the initial probationary period, employees enter the "regular" employment classification.

During the initial probationary period, new employees are eligible for those benefits that are required by law, (such as Workers' Compensation Insurance and Social Security). After becoming regular employees, they may also be eligible for other Immokalee Fire Control District provided benefits, subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for the details on eligibility requirements.

In cases of promotions or transfers within the Immokalee Fire Control District, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary probationary period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the Immokalee Fire Control District's needs.

Benefits eligibility and employment status is unchanged during the secondary probationary period resulting from a promotion or transfer within the Immokalee Fire Control District.

Revised 3/15/12

205 PROMOTION POLICY

Bargaining Unit Promotions

As outlined within the current Collective Bargaining Agreement

Non-Bargaining Unit Promotions

To be eligible for promotion a candidate must meet all the requirements as outlined in the job description for which they are seeking.

The following testing criteria may be used for promotional examinations, however all promotional processes are not limited to only those criteria listed (criteria may be determined by the Fire Chief dependent on the specific positions being filled):

- | | | |
|----|---|-----|
| A. | Written test minimum 100 questions
(Must score 70% or above to pass written) | 20% |
| B. | Practical | 30% |
| C. | Oral Review Board | 30% |
| D. | Education and Experience | 20% |

Based on the criteria above, eligible candidates for a position shall be ranked in numerical order. The Chief will fill each position by choosing one of the top three (3) candidates. The scores and standings of all candidates will be maintained for one (1) year from date of testing. The Chief will establish a list for the position and fill any vacancies from the list each time, selecting from the top three (3) candidates.

Any time an employee accepts a promotion to any position within the District, that employee will be on probation for the first twelve (12) months in the new position. At any time during the twelve (12) month probationary period, the employee may be demoted without recourse provided the employee is returned to his/her prior job classification without loss of seniority. A demoted employee will be paid at their previous rate of pay prior to being promoted, plus any COLA or across-the-board pay increases that were provided by the District between the time of promotion and the time of demotion.

Revised 8/20/2015

206 EMPLOYMENT APPLICATIONS

The Immokalee Fire Control District relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in The Immokalee Fire Control District's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Revised 3/15/12

207 ADMINISTRATIVE INVESTIGATIONS

Administrative investigations of all state certified firefighting personnel will be conducted in accordance with Florida Statute 112.80, ET. Seq., known as the Firefighters' Bill of Rights.

The provisions of this policy regarding the findings of an administrative investigation will apply to personnel not covered by Florida Statute 112.80 as well.

The investigation findings under this article will be classified as follows:

- A. Unfounded – The complaint is false or non-factual. The complaint was not based on facts as shown by the investigation, or the reported incident did not occur.
- B. Exonerated – The incident occurred, but the action taken by the member(s) was deemed lawful and proper.
- C. Not Sustained/Invalid – The allegation was not supported by sufficient evidence which could prove or disprove the allegation. There is insufficient information or evidence to prove or disprove the complaint. The occurrence giving rise to the complaint may have occurred or may not have occurred; the investigation was unable to determine for certain.
- D. Sustained/Valid or Sustained in Part - There is sufficient information or evidence to substantiate the complaint. The allegation was supported by sufficient evidence to justify disciplinary action against the member(s).
- E. Exceptional Closure – The circumstances were beyond the control of the IFCD, investigation closed.
- F. Policy failure – The current policy does not address the specifics of this investigation and/or current policy is in error.
- G. No Further Investigation – Preliminary investigation reveals no further investigation is required; complaint does not merit further investigation.

If the findings of the investigation are classified as Sustained/Valid, Sustained in Part, or in some instances Exceptional Closure or Policy Failure, and discipline is to be provided, a complete copy of the investigative report and supporting documentation will be provided to the bargaining unit member. The report summary and discipline will be placed in the personnel file when the final determination has been made by the Fire Chief as to the form of discipline.

If the findings of the investigation are classified as Unfounded, Exonerated, Not Sustained/Invalid, or in some instances Exceptional Closure or Policy Failure, and no discipline is to be provided, no information pertaining to the investigation shall be placed in the bargaining unit member's personnel file. However, the investigative report and supporting documentation will be placed in the Fire District's Administrative Investigation File.

Added 2015-09-17

208 PERSONNEL REDUCTION

This Policy applies to all District personnel, although additional provisions contained in the CBA may apply to bargaining unit positions.

In the event of layoffs or reduction of personnel, dismissal of employees will be based on employees' seniority, hiring process scores, and performance evaluations; however performance evaluations will only serve as a determining factor when two (2) or more employees with the same amount of seniority are subject to any personnel reduction. Employees in temporary status will be laid off first, followed by employees in new-hire probationary status. Layoffs will continue by seniority in rank, lowest rank first.

Exceptions to layoff – If the Fire Chief shall find that a specific employee should be retained despite a lower seniority position because of special skills, abilities, or training that are essential to the efficient operation of the District or the organizational unit, not including employees in temporary or new-hire probationary status the Chief shall document in a written report that sets forth in detail the specific skills, abilities, or training possessed by the member and the reasons why the member is essential to the efficient operation of the District or the organizational unit. A copy of the report will be provided to the IFCD Board of Commissioners for review prior to layoff.

In the event of the District recalling for employment, the District must offer employment in the reverse order of layoffs. After receiving a certified letter from the District, the employee must respond within five (5) business days. The employee must signify in writing their intention of returning to work. The employee(s) will be given first priority when position(s) become available. For periods of layoff for a regular non-probationary employee up to two (2) years, when an employee returns as a regular full time employee all benefits will be the same as the effective date of lay-off. This is to include pay, health/dental insurance, level or step as relating to vacation leave, etc. The returning employee will be held to all potential reductions in pay and benefits as provided for in District Policy and/or the current CBA.

Loss of seniority will result if the employee has been continuously laid off for a period of more than two (2) years or if the employee fails to return to work on the date designated in a notification to return to work following a layoff

In the event of layoff of personnel, employees subject to layoff shall be permitted to “bump-down” to the next lower job classification for which they are qualified. This process of “bumping down” will continue until the least senior employees in the lowest job classification are laid off. Employees must meet the qualifications for the job classifications for the position they are bumping into.

Employees who are laid off and rehired will not be considered a probationary employee unless they had not completed probation prior to layoff.

Created 2015-10-15

209 EMPLOYMENT STANDARDS

- 1) **EMPLOYMENT STANDARDS**: Applicants shall meet specific standards as outlined in this Guideline. Applicants who are ineligible based on an examination, interview, investigation or test will be notified in writing by the Immokalee Fire Control District (District).
- 2) **TESTING AND INTERVIEW**: Applicants who pass the requirements outlined in District SOG may be hired or placed on the Department's hiring list for twelve months. Factors evaluated in the application, testing, and hiring process include, but are not limited to, the following:
 - i) Education and experience evaluation from the application packet.
 - ii) Physical Ability Testing.
 - iii) Firefighter Testing: This test will include questions from IFSTA Essentials of Firefighting and DOT ERG. Failure of the test is a critical fail, the candidate will not move forward and will be dismissed at this point.
 - iv) EMS Testing: This test will include questions from State of Florida approved curriculum for the level of EMS certification of the position applied for and possibly a medical and/or trauma patient assessment. Failure of the EMS portion is a critical fail, the candidate will not move forward and will be dismissed at this point.
 - v) Interview: The goal of the interview is to determine which candidates will best fit into the Department. The interview will look at personalities, communication skills, personal values and behavioral issues.
- 3) **DRUG USE**: To be eligible for appointment, an applicant will not have:
 - i) Used, tried, experimented with or possessed marijuana within the previous three years.
 - ii) Used, tried, experimented with or possessed any other illegal controlled substance (except marijuana) or abused prescription drugs in the previous ten years.
 - iii) Sold, delivered, cultivated or manufactured any controlled substance illegally at any time.
 - iv) Used any illegal controlled substance after the age of 23.
- 4) **GUILTY OF**, any felony or misdemeanor involving perjury, false statement or domestic violence within the last seven (7) years, may not be eligible for employment, even if the sentence was suspended or adjudication withheld.
- 5) **ARMED FORCES**: Any individual who has served in the Armed Forces of the United States and received a Dishonorable Discharge cannot be considered for a firefighter position with the Department.
- 6) **PERSONAL APPEARANCE**: All candidates must be in compliance with (IFCD) Standard Operating Guideline 200.04. All candidates must sign that they are in compliance with this document.

- 7) **DRIVING RECORD:** The safe and efficient operation of emergency vehicles is essential to successful job performance. The applicant must be in compliance with the District's background check Policy 109.

I, (print name) _____ understand the above employment standards of the Immokalee Fire Control District and certify that I meet all of the requirements.

I agree to repay the Immokalee Fire Control District the cost incurred for the pre-employment process, including, but not limited to, application education and experience points assessment, testing/interview, background investigation, medical physical examination, drug testing, personal protective equipment, and uniforms if I leave, or if I am dismissed with cause, during the first two years of employment with the Immokalee Fire Control District. I understand that I am liable for these costs.

Date: _____ Signature: _____

301 EMPLOYEE BENEFITS

Eligible employees at The Immokalee Fire Control District are provided a wide range of benefits. A number of the programs (such as Social Security, Workers' Compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification, and your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

Auto, Employer-Owned Car (Administrative Officers/Staff of the District, additional personnel as recommended and approved by the Fire Chief and Board of Fire Commissioners)

- Bereavement Leave

- Credit Union access

- Dental Insurance

- Educational Leave

- Employee Health Programs

- Holidays

- Jury Duty Leave

- Life Insurance

- Medical Insurance

- Membership Dues (Administrative Officers/Staff of the District, additional personnel as recommended and approved by the Fire Chief and Board of Fire Commissioners)

- Military Leave

- Pension Plan

- Sick Leave Benefits

- Uniform and/or Uniform Maintenance

- Vacation Benefits

- Voting Time Off

Some benefit programs require contributions from employees, but most are fully paid by The Immokalee Fire Control District.

Health Insurance Benefits

As health care costs continue to rise, the District is striving to maintain the cost of the District's health care plan as low as possible in an attempt to continue providing this benefit at no cost to the employee. In an effort to reduce costs to the plan and enable the District to do this, all participants in the District's health insurance plan are expected to be in compliance with the plan's *Preventive Screening* and *Care Compliance* wellness initiatives, as well as select health care providers utilizing the plan's *Real Time Choices* healthcare pricing tool.

All participants of the plan, including employees and all family members covered by the plan, will receive all age/sex appropriate screening exams and tests, follow all treatment regimens prescribed by a physician, complete all follow-up exams/treatment as prescribed

by a physician or recommended by plan care review specialists, and take all medications for chronic illnesses as prescribed by a physician, or the employee will be responsible for a portion of the plan premium due to non-compliance.

All plan participants found to be non-compliant will be contacted by the plan care specialists, advised of the areas of non-compliance as well as recommended actions to accomplish compliance, and will have 90-days to achieve compliance. Employees who continue to be in non-compliance after the 90-days, or have family members in non-compliance after the 90-days, shall begin paying \$25.00 per week deducted from their pay check until compliance is obtained. Any payroll deduction will not occur until October 1, 2016.

Employees who have spouses or dependent family members covered by the plan who are also covered by their own employer's plan or another health care plan, and who have screening exams or tests, treatment, prescribed medications, etc. covered by the other insurance plan and are showing as non-compliant on the District's plan due to the District's plan not being aware of the compliance through another health care plan shall be responsible for providing documentation of compliance to the District's plan administrator in order to be considered as in compliance and not subject to the employee-paid portion of the plan premium.

Retiree Health Insurance Benefits

Employees of the District may retire from the District with retirement benefits as defined by the Florida Retirement System. Such Retirees and their eligible dependents may continue to participate in the District's Group Health/Medical, Insurance plans, if and as they exist as set forth below.

Upon retirement, the Retiree shall have thirty (30) days in which to make a written election with regards to continued participation in the City's Group Health/Medical Insurance plans, as and if they exist, including eligible dependent coverage. Once the thirty (30) day period has expired, coverage changes may only be made to discontinue insurance coverage or when based upon "special enrollment" circumstances pursuant to the insurance plan then in effect.

In general, the Retiree is responsible for the payment of all insurance premiums to ensure that there is no lapse in coverage back to the first day of the month after retiring.

However, for Retirees who retire after March 16, 2017 and before March 15, 2020 on or after the normal retirement date as defined by FRS, and who have at least 25 years of service, and at the retiree's request, the District shall make payment for such premiums FOR THE EMPLOYEE ONLY LEVEL OF COVERAGE from the date of retirement and for a period of thirty-six (36) months or until the Retiree becomes eligible for coverage under Medicare, whichever occurs first. The retiree will be required to reimburse the District an amount equal to their FRS Health Insurance Subsidy (HIS) each month that the District pays the retiree's health insurance premium.

302 VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.

Bargaining Unit employee vacation benefits are as defined in the Collective Bargaining Agreement (CBA). Bargaining Unit employee requests for approval of vacation leave are as indicated in this policy.

Non-Bargaining Unit permanent full-time employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

The amount of paid vacation time employees receives increases with the length of their employment as shown in the following schedules.

SHIFT PERSONAL

VACATION EARNING SCHEDULE	
YEARS OF ELIGIBLE SERVICE	VACATION HOURS EACH YEAR
1-5 years	120 hours
6-10 years	168 hours
11-15 years	240 hours
16 plus years	312 hours

Paid vacation time can be used in minimum increments of 4 hours.

40-HOUR PERSONAL

VACATION EARNING SCHEDULE	
YEARS OF ELIGIBLE SERVICE	VACATION HOURS EACH YEAR
1-5 years	80 hours
6-10 years	120 hours
11-15 years	160 hours
16 plus years	200 hours
Paid vacation time can be used in one (1) hour increments.	

The length of eligible service is calculated on the basis of a “benefit year” (anniversary date to anniversary date). This is the 12-month period that begins when the employee starts to earn vacation time. An employee’s benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Unless authorized by the Fire Chief, employees in their initial probationary period are not permitted to use vacation time for the first 6 months of their probationary period. Vacation time will be accrued per pay period.

To take vacation, employees must request advance approval through the chain of command to the Fire Chief or his designee. Requests will be reviewed based on a number of factors, including Department needs and staffing requirements.

Vacation time off is paid at the employee’s base pay rate at the time of the vacation. It does not include overtime or any special forms of compensation such as incentives, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event an employee has vacation time remaining at the end of his/her benefit year, he/she can carryover that time for use in the future. At no time shall an employee be permitted to exceed two times their annual accrual with carryover time. The employee will be given time off to stay within these restrictions. 24-hour shift employees have the option for the District to buy back up to 72-hours of the carryover. 40-hour or exempt employees have the option for the District to buy back up to 56-hours of the carryover.

The end of a benefit year will be your anniversary date.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work. However, if The Immokalee Fire Control District, in its sole discretion, terminates employment for cause, or if insufficient notice of resignation is given, forfeiture of unused vacation time may result. In the event the employee is separated because of death, unused vacation leave benefits will be paid to the employee’s beneficiary.

Revised 201-09-15

303 HOLIDAYS

Recognized holidays for Bargaining Unit Employees will be in accordance with the current Collective Bargaining Agreement.

The Immokalee Fire Control District recognizes the following holidays for non-bargaining unit positions:

1. NEW YEARS DAY (JANUARY 1)
2. MARTIN LUTHER KING DAY (3RD MONDAY IN JANUARY)
3. PRESIDENT'S DAY (3RD MONDAY IN FEBRUARY)
4. MEMORIAL DAY (LAST MONDAY IN MAY)
5. INDEPENDENCE DAY (JULY 4)
6. LABOR DAY (FIRST MONDAY IN SEPTEMBER)
7. VETERANS DAY (NOVEMBER 11TH)
8. THANKSGIVING (FOURTH THURSDAY IN NOVEMBER)
9. THE FRIDAY AFTER THANKSGIVING DAY
10. CHRISTMAS EVE (DECEMBER 24TH)
11. CHRISTMAS DAY (DECEMBER 25TH)

When a holiday falls on a non-workday – Saturday or Sunday – the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday.) If a 40 hour employee works a 10 hour day, thereby only working 4 days per week, they are permitted to take their holiday accordingly (if the employee normally is off on the day of the designated holiday, he/she would have their next normal work day off for the holiday). If the holiday falls in the middle of a work-week, 40-hour employees, not in the bargaining unit, are permitted to take the holiday during that same week on either Monday or Friday.

Non-bargaining unit employees shall be paid eight (8) hours at straight time for each of the above holidays.

Bargaining unit employees shall be paid in accordance with the Collective Bargaining Agreement.

September 11th will be recognized as a holiday not qualifying for holiday pay or time off, but will be recognized to honor those lost in the 09/11/2001 terrorist

attack. 40-hour employees will be required to work, but may attend memorial services and other official functions during work hours.

Revised 2016-10-20

304 WORKERS' COMPENSATION INSURANCE

The Immokalee Fire Control District provides a comprehensive Workers' Compensation Insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, Workers Compensation Insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it is reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither The Immokalee Fire Control District nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by The Immokalee Fire Control District.

Revised 3/15/12

305 SICK LEAVE BENEFITS

The Immokalee Fire Control District provides paid sick leave to all eligible employees for periods of temporary absence due to illnesses or injuries.

Bargaining Unit, Regular Full Time Employees earn sick leave in accordance with the Collective Bargaining Agreement

Non-Bargaining Unit, Regular Full Time Employees

Eligible Non-Bargaining 24-hour shift employees will accrue sick leave benefits at the rate of 144 hours per year. Eligible Non-Bargaining 40-hour and exempt employees will accrue sick leave at a rate of 96 hours per year. Sick leave will be accrued per payday at a rate equal to the total number of hours accrued per year divided by the number of paydays. Sick leave benefits are calculated on the basis of a “benefit year,” the 12-month period begins when the employee starts to earn sick leave benefits. The maximum accrual of sick leave for employees will be 960 hours for 40-hour employees and 1200 hours for 24-hour shift employees.

Sick leave shall not be considered as a right, which an employee may use at the employee’s discretion, but rather as a privilege, which shall be allowed only in case of personal sickness or disability, legal quarantine because of exposure to a contagious disease, or in the case of illness within the immediate family (living in the same household). No more than five working days in any calendar year may be taken as sick leave because of illness within the immediate family, except otherwise authorized by the Chief.

In order to be granted sick leave with pay, an employee must meet the following conditions:

- A. Notify the on-duty Shift Commander not later than one hour prior to the beginning of the scheduled workday with the reason for absence.
- B. File a written request for such sick leave, upon return to duty. If the illness/injury lasts for more than 3 consecutive days (40-hour employees or 2 shifts (24-hour employees), or as requested by the Fire Chief, the employee will be required to provide a medical certification signed by a physician stating that the employee has been incapacitated for work for the period of absence, and that the employee is again physically able to perform duties.

Employees serving a probationary period on an original appointment shall accrue sick leave in accordance with the provisions of this section provided that no sick leave with pay shall be granted such employee until completion of two (2) months of service.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of the absence and will not include any special forms of compensation, such as incentives, or shift differentials.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to the employee while employed outside of an established "Attendance Incentive Plan", but will be paid to an employee upon termination of employment at time of separation. In the event the employee is separated because of death, unused sick leave benefits will be paid to the employee's beneficiary.

Claiming sick leave when physically fit to work shall be cause for disciplinary action up to and including termination of employment or service to the District. The District reserves the right to require the employee to receive medical clearance from the District's physician regardless of clearance from any personal physician.

Attendance Incentive Plan

The Attendance Incentive Plan is designed to reward regular full and regular part-time employees with good attendance records, on an annual basis, by permitting them to convert a portion of their accrued, unused sick leave to vacation and/or pay.

For administrative purposes, the attendance record of each employee is reviewed by the Fire Chief or designee on an annual basis from October 1 to the end of the last pay period of the fiscal year. The attendance incentive will be tabulated by using the leave report provided by the payroll software. To be eligible for the incentive, an employee must have completed one (1) full year of employment on September 30.

The conversion of sick leave shall be in accordance with the following schedule:

Sick Leave Used During Year Incentive

None used – Perfect Attendance

Convert 48 hours of sick leave to pay at regular pay rate or Convert 24 hours of sick leave to vacation ~~or~~ and convert 24 hours of sick leave to pay at regular pay rate. Must maintain balance of minimum 120 hours for shift personnel and 80 hours for 40-hour personnel.

1 day or less used shift / 2 days or less 40-hour emp.

Convert 24 hours of sick leave to vacation or convert

	24 hours of sick leave to pay at regular pay rate. Must maintain balance of minimum 120 hours for shift personnel and 80 hours for 40-hour personnel.
24 – 36 hours shift / 2 – 3 days 40-hour employee	Convert 16 hours of sick leave to vacation or convert 16 hours of sick leave to pay at regular pay rate. Must maintain balance of minimum 120 hours for shift personnel and 80 hours for 40-hour personnel.
36 – 48 hours shift / 3 – 4 days 40-hour employee	Convert 8 hours of sick leave to vacation or convert 8 hours of sick leave to pay at regular pay rate. Must maintain balance of minimum 120 hours for shift personnel and 80 hours for 40-hour personnel.
More than 2 days shift / > 4 days 40-hour (normal workday)	No hours may be converted.

Employee participation in the leave bank program will not impact their eligibility for the Attendance Incentive Program.

Employees who wish to convert unused sick leave must notify the Fire Chief or his designee of their intention to utilize this benefit by August 30th of each year.

Employees who do not wish to convert unused sick leave may continue the accrued hours in their sick leave account up to maximum accrual provided the Fire Chief is advised of this choice in writing.

Sick leave conversion incentive to begin with fiscal year 2014-2015.

Revised 2016-10-20

306 TIME OFF TO VOTE

Bargaining Unit Employees are permitted time off for civic duties in accordance with the Collective Bargaining Agreement.

The Immokalee Fire Control District encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, The Immokalee Fire Control District will grant up to two (2) hours of paid time off to vote.

Employees should request time off to vote from their supervisor at least two (2) working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or the end of the work shift, whichever provides the least disruption to the normal work schedule.

Revised 3/15/12

307 BEREAVEMENT LEAVE

Bargaining Unit Employees will receive bereavement leave in accordance with the Collective Bargaining Agreement.

A regular, non-bargaining unit full-time employee may be granted bereavement leave with pay, due to a death in the employee's immediate family.

Immediate family, for the purpose of this section shall mean father, mother, brother, sister, wife, husband, significant other, son, daughter, father-in-law, mother-in-law, stepfather, stepmother, stepson, stepdaughter, grandfather, grandmother, grandchildren, foster children, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, or other close relative living with the employee.

Leave in excess of the leave under this Section may be granted and will be charged to the employee's accrued vacation leave or compensatory leave. If vacation or compensatory leave is not available, additional leave granted will be charged to accrued sick leave. If an employee has no vacation, compensatory or sick leave available, additional leave granted will be without pay.

Shift Personnel: One (1) shift when funeral services are within 250 miles of the District, Two (2) shifts when funeral services are 250 miles or more away from the District.

Forty (40) hour Personnel: Three (3) days when funeral services are within 250 miles of the District, Five (5) Days when funeral services are 250 miles or more away from the District.

In the event an employee has a death in the immediate family as defined above and wishes to use bereavement leave, it is the employee's responsibility to notify his or her supervisor immediately.

Revised 3/15/12

308 PERSONAL DAY

The Immokalee Fire Control District employees will be given one day off with pay as a personal day each calendar year. To receive their personal day off with pay, the employee must have **pre-approval** from the Chief, as the department will not pay overtime to allow their personal day off.

Eligibility

Employees must have completed six (6) months of employment to be eligible to receive a personal day.

The personal day must be used during the calendar year prior to December 31st and shall not be carried forward into the next year. Holidays recognized by the District are excluded from use of the personal day, except if the employee's birthday falls on the holiday, in which case they can take their personal day off on their birthday.

Pre-approval

40 hour personnel must turn in a leave request form a minimum of two (2) working days in advance of the day requested off or they will not receive the day off.

Shift personnel must turn in a leave request form on their normal assigned duty shift a minimum of two (2) shifts prior to the shift requested off or they will not receive the day off.

THE FIRE CHIEF MAY DISCONTINUE THIS POLICY AT ANY TIME WITHOUT NOTICE.

Revised 4/18/13

401 TIMEKEEPING

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require The Immokalee Fire Control District to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and the ending time of any split shift or departures from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the responsibility of each employee to have their Time Sheet (Appendix A, Form A) filled out and turned in to the Administrative Assistant on Monday of each week.

Revised 4/12/12

402 PAYDAY

All employees are paid weekly on Friday. Checks can be picked up from the Administration Offices after 9 am by employees only, unless a signed document stating otherwise is on file with the Administrative Assistant.

PAYCHECKS

Paychecks include earnings for the previous week's work, with the week beginning at 08:00 AM Sunday and ending on the following Sunday at 07:59 AM. The District offers direct deposit into a financial institution account.

Federal and state laws require deductions for various taxes and fees, such as Federal Withholding Income Tax, Social Security, and Medicare. Nevertheless, you may also authorize other deductions from your paycheck for:

- Credit Union deposits
- Voluntary insurance premiums
- Collective Bargaining Unit (union) dues
- Purchase of items through the Department
- Other deductions as authorized in District Policy

If there are any disputes or questions about your paycheck, contact the Administrative Assistant.

Revised 9/18/2014

403 INCENTIVE PROGRAM

Bargaining Unit Employees will receive incentive pay in accordance with the current Collective Bargaining Agreement. Eligible Non-Bargaining Unit Employees will receive incentive pay in accordance with this policy.

1. Each qualified employee will be paid an educational incentive as identified below. Payment shall commence after the District has been furnished with proof of Certification from the Certifying Agency. In the event that the employee loses a Certification or fails to re-certify, incentive payments shall be discontinued.
2. The district ***shall not*** pay reimbursement for re-certification of certifications for which an employee is receiving incentive pay.
3. The employee shall receive (before taxes) the dollar amounts indicated below divided by the annual hours worked and added to their base pay rate as an hourly adjustment for purposes of calculating overtime to be paid each payday for each incentive that you have Certification in, up to the maximum number of incentives in each category.
4. Payments for incentives will be included within the employee's total hourly rate for purposes of calculating overtime, but not the base hourly rate.
5. It is the employee's responsibility to present renewal/current certification status to administration the last week of September of each year in order to maintain receiving an incentive.

Category I

1. Florida Paramedic with Collier County Medical Director Approval, \$5,000
2. Master's Degree in Public Administration, MBA-PA, or Master's Degree in Emergency Services Related Field (accredited institution), \$5,000
3. Florida Certified District Manager, \$1,500
4. CFPSE Chief Fire Officer Designation, \$1,500

Category II, \$1,500 each, maximum of 2 from this group

(Positions requiring specific certifications are not eligible for incentive pay for required certifications.)

5. Florida Fire Officer I
6. Fla. Fire Officer II, III, or IV (only single highest level eligible for incentive pay)
7. Florida Fire Instructor I, II or III. You must teach a minimum of 24 hours within the fiscal year. Training/Teaching shall be authorized by the Chief or designee.
8. Fla. Fire Inspector I, II, or III (only single highest level eligible for incentive pay)
9. Fla. Clowning for Safety Certified. You must perform a minimum of 24 hours within the fiscal year. Performances shall be authorized by the Chief or designee.
10. Florida Fire Apparatus Pump Operator
11. Fire Investigator

Category III, Special Operations

12. USAR (All 5 disciplines, minimum Operations Level), \$1,500
13. OSHA Hazardous Materials Technician, \$750
14. Florida Hazardous Materials Technician Certification, \$750

Category IV, \$750 each, maximum of 2 from this group

- Air Pack Coordinator (maximum of (3) members of IFCD)
- CERT Instructor (maximum of (6) members of IFCD)
- Juvenile Fire Setter instructor (maximum of (4) members of IFCD)
- Live Fire Instructor I or II (maximum of (10) members of IFCD)
- Hose Maintenance Coordinator (maximum of (1) member of IFCD)
- Marine Equipment Coordinator (maximum of (1) member of IFCD)
- Medical Supply Coordinator (maximum of (1) member of IFCD)
- Wellness and Fitness Coordinator (maximum of (1) member of IFCD)
- Uniform Coordinator (maximum of 1 member of IFCD)
- Pre-Plan Coordinator (maximum of (1) per shift IFCD)
- Shift PPE Maintenance Coordinator (maximum of (1) per shift IFCD)
- EVOC Instructor (maximum of (5) members of IFCD)

Category V, \$1,500 each

- Fleet Maintenance Coordinator (maximum of (1) member of IFCD)
- Public Information Officer
- CPR Instructor (maximum of (12) members of IFCD)
- Community Relations Coordinator

Category VI, \$1,500 each, maximum of 1 from this group

- USAR Logistics Manager
- USAR Training and Safety Manager
- USAR Operations Manager

Determination of employees receiving incentive pay that is limited to a maximum number of employees is at the discretion of the Fire Chief, who will determine the recipients based on the best interest of the District.

In order to properly budget adequate funds to cover the incentive pay received for all members, any member who is planning on taking classes that make him eligible for incentive pay and anticipates becoming eligible for incentive pay anytime between October 1 and September 30 of the next fiscal year must submit a statement to that effect in writing to the Fire Chief no later than July 1 of each year with the date that they anticipate becoming eligible for incentive pay. If a member fails to submit that notice, that member will not be eligible for the additional incentive pay until October 1 of the following fiscal year (17 months after the July 1 deadline).

404 EMPLOYMENT TERMINATION

The provisions below apply to all employees of the Immokalee Fire Control District, unless otherwise specifically provided for in the Collective Bargaining Agreement.

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION – separation is initiated by the employee and is voluntary.

DISCHARGE – separation is initiated by the employer is involuntary, and is generally related to performance or disciplinary issues.

LAYOFF – separation is initiated by the employer as a result of organizational necessity.

MEDICAL TERMINATION – separation initiated by the employee or the employer when an employee is unable, for health reasons, to continue to work.

RETIREMENT – separation is initiated by the employee who meets retirement criteria.

The Immokalee Fire Control District will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to The Immokalee Fire Control District, or return of The Immokalee Fire Control District-owned property. Suggestions, complaints, and questions can also be voiced.

Since employment with The Immokalee Fire Control District is based on mutual consent, both the employee and The Immokalee Fire Control District have the right to terminate employment at will, with or without cause, at any time. Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employees' expense if the employee so chooses, per policy, state or federal guidelines. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuances.

405 SEVERANCE PAY

The Immokalee Control District **does not** grant severance pay to employees whose employment is terminated. However, The Immokalee Fire Control District reserves the right to make exceptions to this policy in its sole and absolute discretion.

Revised 4/12/12

406 PAY ADVANCES

In the event of a personal emergency, employees may submit a written request for a pay advance from their available vacation time, to the Chief. The Chief will evaluate the request and determine whether a pay advance can be granted.

If a regular payday falls during an employee's vacation, the employee may receive his or her earned wages before departing for vacation if a written request is submitted at least one week prior to departing for vacation.

Revised 4/12/12

407 ADMINISTRATIVE PAY CORRECTIONS

The Immokalee Fire Control District takes all responsible steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid on the scheduled payday.

In the unlikely event that there is an error in the amount of the pay, the employee should promptly bring the discrepancy to the attention of The Immokalee Fire Control District so that corrections can be made as quickly as possible.

Once underpayments are identified, they will be corrected in the next regular paycheck.

Overpayment will also be corrected in the next paycheck unless this presents a burden to the employee.-The Administrative Assistant and the affected employee will establish an agreeable schedule of payments with the employee.

Revised 4/12/12

408 PAY DEDUCTIONS AND SETOFFS

The law requires that The Immokalee Fire Control District make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes, Social Security taxes, and Florida Retirement Employee contributions.

The Immokalee Fire Control District offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by The Immokalee Fire Control District, usually to help pay off a debt or obligation to The Immokalee Fire Control District. ~~or others.~~

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

Revised 4/12/12

501 SAFETY

To provide a safe and healthful work environment for employees, customers, and visitors, The Immokalee Fire Control District has established a workplace safety program. This program is a top priority for The Immokalee Fire Control District. The Chief has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personnel commitment of all.

The Immokalee Fire Control District provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin boards, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practice and procedures to eliminate or minimize hoards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with a supervisor, or bring them to the attention of the Chief. **Reports and concerns about workplace safety issues may be made without fear of reprisal.**

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe conditions to the appropriate supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, fail to report or, remedy such situations, may be subject to disciplinary action. Disciplinary action will be determined upon the severity of the incident which may result in a verbal warning up to and including termination of employment.

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor or designee. The supervisor will document the incident and report to the Chief as necessary. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Each and every Firefighter whether full-time/volunteer is responsible for wearing and using all safety equipment made available by The Immokalee Fire Control District.

Administrative employees are also required to use all the safety devices and follow procedures for a safe work place in and about the office and adjoining work place.

The Immokalee Fire Control District makes a clear statement that "Safety is everyone's business.

502 WORK SCHEDULES

Bargaining Unit Employees are subject to the provisions of the current Collective Bargaining Agreement.

The normal work schedule for office employees is 8 hours a day, 5 days a week.

The normal work schedule for administrative and/or management employees is 8+/- hours a day, 5+/- days a week.

The normal work schedule for all shift employees is 24 hours on duty, 48 hours off duty on a rotating schedule, plus variable or additional hours as necessary.

The work week for all employees begins on Sunday at 08:00 AM and ends the following Sunday at 07:59 AM.

Supervisors will advise employees of the times their schedules will normally begin and end. Staffing and operational needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flextime scheduling is available in some cases to allow employees to vary their starting and ending times each day within established limits. Employees should consult their supervisor for the details of this program.

Revised 2016-10-20

503 PERSONAL TELEPHONE REQUIREMENTS

Within 1 month after initial appointment to The Immokalee Fire Control District, the employee will acquire telephone service and shall keep it in service while employed with The Immokalee Fire Control District. Current telephone numbers will be filed with The Immokalee Fire Control District Administration Office. Cellular or regular landline phone numbers are acceptable.

Revised 4/12/12

504 PERSONAL TELEPHONE USE

Employees should refrain from all personal calls, on District phone lines, unless there is an emergency. If calls are received on District phone lines they should be handled in an expedient manner.

Employee should limit the use of their personal cellular phones while on duty as well. These calls should be limited in duration and be on an as necessary basis.

It is the employees' responsibility to ensure that family and friends understand the policy pertaining to personal telephone calls and usage.

If at any point personal calls on the District phone or personal cellular phone interferes with ones' ability to perform their duties, disciplinary actions, up to and including termination, may result.

Employees will not accept any collect calls, unless prearranged with the Administration Office.

Employees shall not make long distance calls without authorization of the Administration Office or Shift Officer.

All employees shall answer telephone calls in a professional manner, identify the organization, their location and their name (Immokalee Fire, Station 30, FF Indian).

Employees may be required to reimburse The Immokalee Fire Control District for any charges resulting from their personal use of the telephone.

Revised 4/12/12

505 USE OF TOBACCO PRODUCTS

Section 1 There will be no smoking or use of tobacco products in or on any District building, facilities, property, or vehicle. Likewise, on-duty employees and volunteers are not to smoke or use any tobacco products when any member of the general public is present, or when in clear view of the general public.

For the purpose of this policy, the term “smoking” includes the use of electronic cigarettes (“e-cigarettes”) and /or medical marijuana and any other product that emits smoke or vapor and is intended to be inhaled or consumed.

Section 2 Any new employee or Volunteer Firefighter will execute the “non-use of Tobacco Products Agreement.” In addition, any new employee or Volunteer Firefighter will agree to remain tobacco free for the duration of their employment/membership with the District.

For the purpose of this policy, the term “tobacco products” includes the use of electronic cigarettes (“e-cigarettes”) and /or medical marijuana and any other product that emits smoke or vapor and is intended to be inhaled or consumed.

Section 3 At each Station, an area off of Fire District property will be designated as a smoking/smokeless tobacco use area. Users of smokeless tobacco may utilize this designated area only if they carry to the designated area a receptacle to be used in discharge of the tobacco and tobacco juice and that said receptacle is discarded prior to re-entering the building. The same procedure applies to employees smoking. Any employee detected discarding cigarettes or spitting other than in the appropriate container will be subject to discipline up to and including discharge.

Section 4 The smoking/smokeless tobacco usage area at each station will be as follows:

Station-30 – area outside of rear (east) side of building on public road right-of-way.

Station-31 – area outside of rear (west) side of building at west end of driveway access to Barron-Collier property.

Station-32 – area across access road southwest of the rear corner of the apparatus bays.

All cigarette butts will be placed only in assigned designated receptacles. The receptacle (refer to Section 4) for smokeless tobacco will be discarded into the garbage immediately after use.

These receptacles are not to be left sitting around the property or brought into any Fire District building.

Revised 5/25/2015

506 REST AND MEAL PERIODS

Bargaining Unit Employees are subject to the provisions of the Collective Bargaining Agreement, unless otherwise specified.

Each workday, full-time nonexempt (office/admin) employees are provided with two rest periods. Supervisors will advise employees of the regular rest period length and schedule. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstation beyond the allotted rest period time.

All full-time employees are provided with one meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

If working outside the station for long periods of time during an emergency situation Administrative staff will provide meals on site where practical.

Revised 4/12/12

507 OVERTIME AND COMP TIME

Bargaining Unit Employees are subject to the provisions of the Collective Bargaining Agreement, unless otherwise specified.

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these assignments will be provided. All overtime work other than that to fill an immediate vacancy or vacancy created by on-coming personnel's notification that they will be unable to report for duty must receive prior authorization from a Chief Officer or the Fire Chief's designee. Overtime to fill an immediate vacancy or vacancy created by on-coming personnel's notification that they will be unable to report for duty must receive prior authorization from the on-duty Shift Commander or a Chief Officer. All members are responsible to carry out the overtime assignments which they receive in the same manner as they would a regularly scheduled duty assignment. Over time assignments will be distributed as equitably as practical to all employees qualified to perform the required work. The Immokalee Fire Control District reserves the right, by law, to mandate Overtime, at any time, at which time employees shall be required to work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. As required by law, overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

The work period for hourly non-exempt 24-hour shift Firefighting employees for purposes of calculating overtime per federal DOL requirements has been established as a 21-day period. The work period for hourly non-exempt 40-hour Firefighting employees for purposes of calculating overtime per federal DOL requirements has been established as a 14-day period. The work period for hourly non-exempt civilian employees for purposes of calculating overtime per federal DOL requirements has been established as a 7-day period.

Hourly non-exempt shift firefighting employees shall be compensated at the overtime rate after working 159 hours in the 21-day work period. Hourly non-exempt 40-hour firefighting employees shall be compensated at the overtime rate after working 80-hours in a 14-day work period. Hourly non-exempt 40-hour civilian employees shall be compensated at the overtime rate after working 40-hours in a 7-day period.

Overtime earned in the 21-day work period is currently averaged between weekly paychecks within that 21-day period. Any hours not worked that would affect the overtime calculation for a given work period will be reconciled and appropriate deductions made from a future paycheck.

The request for overtime should include the reason for the O.T., including any pertinent information.

Overtime will only be issued by the on-duty Shift Commander or a Chief Officer. Failure to get approval will be grounds for denial of overtime compensation and subject the employee to disciplinary action.

Failure to work scheduled overtime or overtime worked without prior authorization from the Shift Commander may result in disciplinary action, up to and including termination of employment.

507.1 COMPENSATION FOR OVERTIME

A request for compensation for overtime worked shall be submitted to the Administrative Assistant immediately after the overtime was earned. Members shall be compensated for overtime at a rate in accordance with federal and state requirements, currently one and one-half times hours worked, but subject to change upon revisions to federal and/or state regulations.

Comp-time, in lieu of Overtime, shall be granted if, a written and signed request is filed and submitted immediately after the period the overtime has been worked subject to any limitations set forth by the District.

507.2 COMPENSATION FOR SPECIAL EVENTS

Compensation for District Initiated Special Events (e.g. Fire Prevention, Public Education, Demonstrations, Open House, etc) are compensated with comp time in accordance with federal and state wage and hour restrictions. Vendor Initiated Special Events will be compensated with at the employees' overtime rate of pay for hours worked. The Vendor will provide sufficient payment to the District to absorb these costs.

Request for compensation shall be submitted to the Administrative Assistant immediately after the period of overtime has been worked. The request should include all of the following:

- A. Overtime worked in hours and minutes.
- B. Reason for Compensation.
- C. Signature of Shift Commander on duty.

Failure to do so will be grounds for forfeiture of compensation. Special Event Compensation will only be authorized by the on-duty Shift Commander or a Chief Officer. Failure to get approval will be grounds for denial of compensation.

507.3 COMP TIME LEAVE

A written request to use Comp Time shall be submitted a minimum of 72 hours prior to the scheduled work day, unless there are unforeseen

circumstances or emergencies. All Comp Time requests must be reviewed and authorize by the on-duty Shift Commander or a Chief Officer. All requests will be submitted in written form to the Administrative Assistant for record keeping purposes. Excessive use or abuse of Comp Time will be grounds for denial of further requests and will be subject for review by the on-duty Shift Commander or a Chief Officer. Upon resigning or termination of employment from The Immokalee Fire Control District the employee will be paid for all earned but unused Comp Time.

507.4 ASSIGNED COMP TIME LEAVE

The Fire Chief has the authority to assign time off for an employee that has accumulated comp time. By doing so, the department will reduce the amount of indebtedness held against it at the time of the audit. Employees are encouraged to use as much of their comp time as the department can allow without overtime, before the end of the budget year.

Revised 2016-10-20

508 USE OF DEPARTMENT OWNED EQUIPMENT AND VEHICLES

District owned equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using District property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appeared to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or ~~on~~ unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Revised 4/12/12

509 DAMAGE OF EQUIPMENT OR APPARATUS

Any member or employee of The Immokalee Fire Control District who is found to be at fault for damage to District owned apparatus or equipment will be responsible for paying the insurance deductible assessed, or a portion thereof for repairs, to the District.

Further disciplinary action, up to termination of employment, will be decided upon by the Chief, after review by a three (3) member action committee.

Revised 4/12/12

510 CELLULAR PHONE POLICY – Required Employees

Employees who are required to carry a cellular phone:

A primary cellular vendor for the department shall be recommended by the Fire Chief and approved by the Board of Fire Commissioners. Any changes to the plan shall be addressed and approved by the Fire Chief. All employees required to have cellular phones shall be given a fixed monthly allowance to cover normal department related usage. The amount shall be determined by the Fire Chief for a basic plan that addresses the respective job requirements and also meets the needs of the District. Each employee shall be responsible for staying on the basic minimum plan, and any costs for plan enhancements and personnel use are the responsibility of the employee. In the event normal department minutes are exceeded, reimbursement will be considered on case-by-case basis with proper documentation provided to the Fire Chief. Each employee shall be given a onetime allowance for the purchase of a cellular phone that meets the basic requirements of the District. Employees may purchase a unit with more features than the basic unit at their own expense, and they are also responsible for the repairs or replacement of the phone as needed. Each phone contract is with the individual employee and each employee is responsible for any monthly bills charged to the phone as well as maintaining a working cellular phone at all times for District work purposes.

All hard mounted equipment required to use the phone in District owned vehicles shall be supplied and maintained by the District.

510A Cellular Phone Policy – General Use

Employees may carry their personal cellular phones with them while on duty as long as the use of the cellular device does not interfere with daily operations. The District assumes no liability or responsibility to personal cellular devices damaged or destroyed when performing ones duties.

Due to the litigious society in which we are in, photographs and video recording with cellular devices or any other personal device is prohibited without prior approval of a chief officer, Shift Commander, or Fire Marshal. All photographs, videos, or digital images taken by IFD members while on-duty shall be considered the property of the Immokalee Fire Control District and shall not be distributed, published, or sent in any way outside of IFD without prior approval of the Fire Chief or his designee. We often use photos of actual incidents for training purposes. If photographs are taken while on an emergency scene, care should be taken to ensure that personal information is not discernable and that if persons are in the photo, permission was granted to take such photo.

Photographs of emergency incidents are not permitted to be posted on any website or distributed via any other technological means without the permission of the Fire Chief.

CELLULAR PHONE REIMBURSEMENT FORM

Your position with the Fire District requires a cellular phone. This form addresses how you are reimbursed for the phone and your bill.

Cellular Telephone:

The Fire District will reimburse you in full up to \$100.00 with a copy of the bill. If you choose to purchase a phone with the value over \$100.00 that is up to you and the District will, with a copy of the bill reimburse you \$100.00.

Upon termination, if you would like to keep your cellular phone, you must reimburse the District the amount given to you to purchase the phone.

If upon termination, you do not want to keep your cellular phone, you must return your cellular phone to the District.

Cellular Phone Plan:

The cellular phone vendor shall be chosen at the discretion of the employee. The Fire District will pay you a monthly amount of \$_____. The Fire District will pay Chief Officers and Fire Marshal \$100.00 per month or other necessary employee \$70.00 per month. (\$23.08 or \$16.16 weekly) This amount will be included in your weekly paycheck (weekly amount is \$_____). As with the cell phone, you may choose to have other options at your own expense.

_____	_____
DATE	SIGNATURE
_____	_____
CHIEF'S SIGNATURE	DATE

511 STATION DUTIES

Station duties are designed to maintain a neat and orderly appearance in the Immokalee Fire Control District facilities and apparatus.

Station duties shall be performed according to SOG 200.11, Routine Daily Operations, and SOG 700.02, Apparatus and Aerial Care, as well as any other pertinent SOG's, rules, regulations, or policies that may be in effect, created, or amended from time to time.

Revised 9/18/2014

513 PREVENTION OF WORKPLACE VIOLENCE AND PROHIBITING WEAPONS IN THE WORKPLACE

The District is strongly committed to providing a safe workplace and takes the safety of its employees and the public seriously. The purpose of this policy is to ensure that employees understand and acknowledge the importance of safety in the workplace, as well as the District's policies and procedures for furthering a safe work environment.

Prohibited Conduct

Threats, threatening language, or any other acts of aggression or violence made toward or by any employee, elected official, vendor, or the public will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, possession of weapons in violation of this policy or applicable law, stalking, or any other hostile, aggressive, injurious, or destructive action undertaken for the purpose of intimidation.

Employees are prohibited from possessing weapons in the workplace, while on duty on District premises, while on duty or shift, or while operating a District-owned or leased vehicles. The term "weapon" is intended to be all-encompassing and includes, among other things, firearms, knives, clubs, swords, and explosives. Any employee found to be in possession of a weapon in violation of this policy will be subject to disciplinary action, up to and including termination.

Exception

Locked Private Vehicle Lawfully in District Parking Lot: In accordance with Florida law, this policy does not prohibit employees who lawfully possess firearms to maintain such firearms locked inside or to a private motor vehicle in a District parking lot when the employee is lawfully in the parking lot. The District will not ask whether employees hold a concealed weapon license or keep a firearm locked inside or to their private motor vehicle; however, employees who lawfully keep such firearms in the locked private vehicle are prohibited from exhibiting the firearm on District property for any reason other than lawful defensive purposes. No employee is permitted to keep firearms locked inside or to vehicles owned, leased or rented by the District.

Personal Specialty Firefighter Tools: This policy does not prohibit the carrying and use of personal specialty firefighter tools by members of the organization where the member has submitted the personal specialty firefighter tool(s) for inspection by the shift commander in accordance with the District's Standard Operating Guidelines and the shift commander approves such tool(s).

Procedures for Reporting a Threat

The District does not expect you to psychologically or physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations and responding appropriately.

In the unlikely event that you observe a physical altercation, a weapon within the workplace in violation of this policy, or other incident that creates an immediate danger

to you or others, your first course of action should be to take appropriate action, including calling 911 as soon as possible when warranted and necessary.

In the event you become aware of a threat or behavior by an employee, vendor or member of the public, which you reasonably believe creates a threatening situation, you should report such incident immediately to any member of management with whom you feel comfortable. All reports will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting a concern in good faith under this policy. If the District determines, after an appropriate good faith investigation that someone has violated this policy, it will take prompt and appropriate corrective action.

601 FAMILY & MEDICAL LEAVE

Collective Bargaining Unit Employees are covered as provided for in the Collective Bargaining Agreement and as referred to the policy below.

All qualified employees of the Immokalee Fire Control District are entitled to the provisions of the Family and Medical Leave Act (FMLA) in providing for applicable leaves of absence in accordance with the Federal Law and District policies as may be amended from time to time.

Eligibility and Reasons

Employees who have worked for Immokalee Fire Control District for at least 12 months and at least 1,250 hours during the preceding 12 months may take up to 12 weeks of unpaid leave in a 12 month period for the following reasons:

The birth of a son or daughter of an employee and the care for the child;

The placement of a son or daughter with an employee for adoption or foster care (entitlement to leave for birth, placement for adoption or foster care of a son or daughter expires 12 months from the date of the birth or placement of the child);

In order to care for the employee's spouse, son, daughter or parent who has a serious health condition;

A serious health condition which renders the employee unable to perform the functions of the employee's position.

Son or daughter means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (a) under 18 years of age; or (b) 18 years of age or older and incapable of self care because of a mental or physical disability.

1. Application

Applications by the employee for FMLA must be submitted in writing at least 30 days before the leave is to begin (Appendix A, Form E-1); if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition. If 30 days notice is not practical, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practical.

2. Counting Family medical leave

To the extent allowed by law, in the event an absence is for a reason covered by the FMLA, Immokalee Fire Control District reserves the right to count the absence as

601 Family and Medical Leave page 2

FMLA whether the employee has applied for it or not. When this occurs, the employee will be promptly notified as required by law.

3. Coordination

Absences due to sickness or injury, whether paid or unpaid, including absences for work-related sickness or injury that are also covered by the FMLA, will be considered FMLA.

4. Employee Obligations

During FMLA, employees must periodically report on their medical status and intent to return to work. Upon taking such leave, the employee will be advised of the reporting requirements. When the employee gives unequivocal notice of his/her intent not to return to work, the employment relationship will be terminated, and the employee's entitlement to continued leave, maintenance of health benefits, and re-employment will cease.

5. Medical Evidence Upon Return to Work

All employees of Immokalee Fire Control District whose FML was taken because of the employee's own serious health condition must obtain and present certification from the employee's health care provider that the employee is able to resume work before the employee will be allowed to return to work.

6. Failure to Cooperate

Employees who fail to provide information Immokalee Fire Control District is allowed by law to require the employee to provide may have their leave delayed and be subject to discipline up to and including discharge as permitted by law.

602 PERSONAL LEAVE

Collective Bargaining Unit Employees are covered as provided for in the Collective Bargaining Agreement and as referred to the policy below.

The Immokalee Fire Control District provides leaves of absence with or without pay, other than FMLA may be granted where such leave provides a mutual benefit to the employee and the District as determined at the discretion of the Chief. Such leave may not be authorized to seek or accept employment elsewhere.

Employees may request personal leave only after having completed 365 calendar days of service. As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their supervisor.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Applicable paid leave must be utilized prior to the authorization of unpaid leaves of absence unless approved by the Fire Chief or designee.

Leaves may not be granted for more than (6) six months.

Employees who are on a duly-compensated leave of absence shall continue all benefits as provided by the District. Leave without compensation benefit accruals - such as vacation, sick leave, or holiday benefits - will be suspended during the leave and will resume upon return to active employment.

The District shall be under no obligation to provide light-duty assignments to individuals recovering from non-work-related injury or illness. Should such assignment be provided it will be to the mutual benefit of the District and the employee and may be outside the employee's regular duties, hours and conditions of work. Preference in a light-duty assignment will be provided to employees suffering from work-related injury or illness.

When personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, The Immokalee Fire Control District cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, The Immokalee Fire Control District will assume the employee has resigned.

603 EDUCATIONAL LEAVE

Collective Bargaining Unit Employees are covered as provided for in the Collective Bargaining Agreement and as referred to the policy below.

The Immokalee Fire Control District provides educational leaves of absence without pay to eligible employees who wish to take time off from work duties to pursue educational goals.

Educational Leave with pay may be available to allow an on-duty employee to attend educational and/or training sessions on their scheduled duty day as staffing permits as long as the absence of that employee does not contribute to the need to fill a position with overtime if another member of the shift becomes absent for any reason.

Employees requesting Educational Leave WITH pay must first have secured a back-up time trade with another qualified employee prior to submitting the Educational Leave request. In the event staffing falls below normal for any reason, the Shift Commander or other ranking officer will determine if it is necessary to have the other party to the time trade report for duty. If the other party to the time trade is not available to come in or is unable to be contacted within 10-minutes of the initial attempt, the requesting employee will be contacted and be required to report for duty. The requesting employee may have the option to change the leave request to accrued vacation leave if the employee has sufficient accrued vacation hours, but only if a qualified employee is available to report for duty on overtime. An Employee requesting Educational Leave WITH pay is considered on-duty and must maintain an adequate means for the District to contact them at all times in the event they need to be recalled for duty.

Requests and approval of such will be evaluated based on a number of factors, including rank, seniority, staffing and overtime considerations during the proposed period of absence.

Only one person, per shift is permitted education leave at a time. Should a second person request education leave, the most senior employee will be granted the education leave and the least senior employee will have to take time off or work out coverage. An employee that is denied education leave and then calls in sick may be subject to disciplinary actions.

When an educational leave ends the employee is to report back to duty in a prompt manner. If the education leave is for a few hours during a shift, the employee is expected to return to duty, allowing for drive time, in prompt order, otherwise the employee will be charged vacation time and may be subject to disciplinary action.

604 EDUCATIONAL REIMBURSEMENT

Collective Bargaining Unit Employees are covered as provided for in the Collective Bargaining Agreement and as referred to the policy below.

The District will reimburse tuition, books and associated fees, for college level courses related to the employee's job description, certification course or a degree program, as well as any seminars, conference or other educational event related to their job, up to \$1,500 per employee, per fiscal year. (dollar value, as amended from time to time per CBA and District financial position.)

In order to receive reimbursement an employee must:

1. Must fill out and sign a School Request Form (Appendix A, Form F).
2. Must make out and send in any Registration Forms.
3. Must pay Registration Fee.
4. Must turn into the district a paid Registration Form Receipt and provide documentation of successfully completing the class, to be reimbursed for the class.

604.1 The District will reimburse employees for non-fire classes taken towards a related degree upon completion with a passing grade as follows:

"A"	100%
"B"	85%
"C"	70%

604.2 There is no reimbursement for any grade below a "C". Travel, meals and lodging will only be compensated if the training/seminar is deemed as mandatory by the Fire Chief or designee.

604.3 If an employee voluntarily leaves the Districts employ within two (2) calendar years of course completion and reimbursement, the employee will reimburse the District any monies received for courses not completed prior to the two year mark. The District will decrease the employees vacation and sick leave payout by the amount owed. If there is not enough in payout then the employee will have the remaining amount deducted from their final two pay checks, in accordance with applicable law.

605 MILITARY LEAVE

Collective Bargaining Unit Employees are covered as provided for in the Collective Bargaining Agreement and as referred to the policy below.

In accordance with section 250.48, F.S., members of the National Guard or Reserve Units of the Armed Forces shall be given leave of absence with pay not to exceed 30 days at any one time for absences due to military training. Leave for this period shall not be charged against the employee's accrued vacation or sick leave, or seniority. An employee shall submit a Request for Leave Form (Appendix A, Form C) prior to taking military leave of absence.

606 MATERNITY-RELATED ABSENCES

Collective Bargaining Unit Employees are covered as provided for in the Collective Bargaining Agreement and as referred to the policy below.

The Immokalee Fire Control District will not discriminate against any employee who requests an excused absence for medical disabilities associated with a pregnancy. Such leave request will be made and evaluated in accordance with the medical leave policy provisions outlined in this handbook and in accordance with all applicable federal and state laws.

Request for time off associated with pregnancy and/or childbirth (apart from medical disabilities associated with these conditions) will be considered in the same manner as any other request for an unpaid personal leave.

607 CIVIL LEAVE

Collective Bargaining Unit Employees are covered as provided for in the Collective Bargaining Agreement and as referred to the policy below.

The District encourages employees to accept and properly discharge their civic responsibilities when called upon for jury duty. Leave with pay may be authorized in order for regular employees to serve required jury duty, provided that such leave is reported in advance to the Fire Chief or his designee. Employees who receive a summons for jury duty must notify their immediate supervisor as soon as possible. Employees who fail to make such notification will not be paid for their period of absence. A Request for Leave Form (Appendix A, Form C) must be completed by the employee and approved by the Fire Chief or his designee prior to payment for such time off. An employee who is excused from jury duty during a normal working schedule must report to his or her supervisor to work the remainder of the shift upon release from jury duty.

Any employee who, upon request by and for the benefit of the District is subpoenaed to any court proceeding, involving the District, or is subpoenaed to appear for deposition in any matter related to their job duties with the District, shall be paid their hourly rate of pay for time spent in serving as a witness in a trial or deposition. Payments received by the employee for witness duty, except for meals, travel and lodging expenses, shall be endorsed to the District. Court proceedings mean an appearance in court it does not include any other appearance before another tribunal, except for appearances on behalf of the District which arise out of the performance of duties as a District employee.

The Fire Chief or designee may grant civil leave with pay in his or her discretion for circumstances other than jury duty and witness duty, such as time off to vote.

The Fire Chief or designee may grant an employee being subpoenaed to appear in court during scheduled work hours to testify or to give a deposition in litigation that is not job-related.

608 SHIFT SWAPS

Collective Bargaining Unit Employees are covered as provided for in the Collective Bargaining Agreement. Non-bargaining unit employees are covered as provided for in this policy.

Employees shall be able to exchange shifts in accordance with SOG 100.18 when the change does not interfere with the operations of the District and after prior written approval by the employee's Shift Commander. All shift swaps are to be repaid within one year of original swap day worked. No overtime will be paid to cover station transfers for shift exchanges, unless overtime is caused by the District.

Shift swaps are to be requested in written form on the District-approved form and presented to your shift commander no later than your prior shift to the time the swap is to occur, **unless it is an emergency situation**. Shift Commanders shall request shift swaps on the District-approved form to the Deputy Fire Chief.

Shift swap forms are to be signed by both parties and your shift commander or Deputy Fire Chief and are to be logged in the shift log and on the station calendar. Failure to cover a shift will be grounds for disciplinary actions up to and including termination.

A maximum of two (2) shift swaps or 48 hours may be requested at one time. All swaps must be repaid in a 12-month period of time.

The District does not maintain records of who owes who. It is the responsibility of the employees or the Union to track these records.

Responsibility for Shift Swaps:

Definitions (CS) Covering Shift Member

(AS) Assigned Staff is the staff member requesting shift exchange/swap.

The (CS) approved to work a shift swap will be held accountable to report for duty.

1. If a (CS) scheduled to work a shift swap is unable to report for duty, his/her leave time accrual will be charged.
2. The (CS) leave time accrual will be charged at a rate of time-and-one-half, if the district incurs overtime cost to maintain staffing levels.
3. The (CS) leave time accrual shall be deducted in the following order; Vacation time first followed by Comp. time.
4. If a (CS) scheduled to work a shift swap calls in sick, his/her sick time leave accrual will be reduced at a rate of hour for hour.
5. If a (CS) scheduled to work a shift swap is unable to report for duty and does not have the leave to cover the absence, the following process will be followed:

- a. The (AS's) leave will be used to cover the time.
- b. If the (AS) does not have the leave to cover the time, the employee's pay will be deducted in lieu of leave time.

Revised 2016-10-20

701 EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, The Immokalee Fire Control District expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment.

- ❖ Theft or inappropriate removal or possession of property
- ❖ Falsification of records
- ❖ Working under the influence of alcohol or illegal drugs, or reporting to work with alcohol on your breath.
- ❖ Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or when operating employer-owned vehicles or equipment
- ❖ Fighting or threatening violence in the workplace
- ❖ Boisterous or disruptive activity in the workplace
- ❖ Negligence or improper conduct leading to damage of the employer-owned or privately owned property
- ❖ Insubordination or other disrespectful conduct
- ❖ Violation of safety or health rules
- ❖ Smoking in prohibited areas
- ❖ Sexual or other unlawful harassment
- ❖ Possession of dangerous or unauthorized materials, such as explosives, in the workplace
- ❖ Possession of firearms in the workplace in violation of Florida Statutes or District Policy.
- ❖ Excessive absenteeism or any absence without notice
- ❖ Unauthorized absence from workstation during the workday

- ❖ Unauthorized use of telephone, mail system, or other employer-owned equipment
- ❖ Unauthorized disclosure of confidential information
- ❖ Violation of personnel policies

Employment with The Immokalee Fire Control District is at the mutual consent of The Immokalee Fire Control District and the employee, and either party may terminate the relationship at any time, with or without cause, and with or without advance notice.

Revised 2017-03-16

702 DRUG AND ALCOHOL USE

It is The Immokalee Fire Control District's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on The Immokalee Fire Control District's premises and while conducting business related activities off The Immokalee Fire Control District premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol. In addition to the alcohol prohibitions, no employee shall engage in unlawful manufacture, distribution, dispensation, possession, or use of prescription medications or illicit drugs, or use of narcotic, opioid, or similar type prescription medications above the prescribed dosage. Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

The use of prescribed medication is permitted on the job only if it does not either adversely affect the employee's job performance, impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger the employee, other individuals in the workplace, or the public, or represent a threat to the safety of the employee, his co-workers, or the public.

Employees shall not report to work or remain on duty if legally prescribed medications and/or drugs have the effect of impairing the employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger the employee, other individuals in the workplace, or the public, or represent a threat to the safety of the employee, his co-workers, or the public.

An employee exhibiting symptoms, actions, or physical signs of impairment is not only reasonable suspicion to believe that the prescribed medication may be impairing the employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger the employee, other individuals in the workplace, or the public, or represent a threat to the safety of the employee, his co-workers, or the public, but also would constitute reasonable suspicion to believe that the employee may be under the influence of other medications, a combination of medications, possible illegal drugs, or a combination of such.

All members of the Immokalee Fire Control District organization, both paid and un-paid, will be subject to drug testing. Members shall submit to any drug testing deemed appropriate, including, but not limited to, urine, hair, and/or blood.

To inform employees about important provisions of this policy, The Immokalee Fire Control District has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees, and consequences for violations of this policy.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Chief to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all of The Immokalee Fire Control District policies, rules, and prohibitions relating to conduct in the workplace and if granted the leave will not cause The Immokalee Fire Control District any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify The Immokalee Fire Control District of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or Chief without fear of reprisal.

Revised 2015-09-17

703 SEXUAL AND OTHER UNLAWFUL HARASSMENT

A. Policy

The District is committed to maintaining a work environment free of sexual harassment. The District will not tolerate harassment of any of its male or female employees, supervisors, co-workers, vendors, customers, or anyone else. All personnel are responsible for maintaining a workplace that is free of sexual harassment and intimidation. The District is committed to promptly and thoroughly investigating all complaints of sexual harassment within thirty (30) days. If, after a thorough investigation, it is determined that sexual harassment has occurred, immediate and appropriate disciplinary action up to discharge will be taken to end the harassment. Appropriate follow-up steps will be taken to ensure that the harassment has stopped.

B. Definitions and examples

Unwelcome sexual advances, requests for sexual favors and any other physical, verbal or visual conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is an explicit or implicit term or condition of employment or continued employment; or
2. Submission to or rejection of the conduct is used as a basis for employment decisions affecting an employee, such as promotion, demotion or evaluation; or
3. The conduct has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include, but is not limited to:

1. Unwelcome sexual propositions;
2. Sexual Innuendo;
3. Sexually suggestive remarks;
4. Vulgar or sexually explicit comments, gestures or conduct;
5. Sexually oriented kidding, teasing or practical jokes; and
6. Physical contact such as brushing against another's body, pinching or patting.
7. The publication, to any one, of documents (including pictures and text) in the workplace that contain any material that is of a sexual nature.
8. Using the computer to access any web site, news group, CD, floppy disk, or any other resource, that contains material that is of a sexual nature.

Sexual harassment may occur when the intended target of the conduct is not offended, but others reasonably find the conduct to be intimidating, hostile, or abusive.

- C. The prevention of sexual harassment in the workplace is every employee's responsibility

All personnel are responsible for maintaining a workplace that is free of sexual harassment and intimidation. If any person experiences or witnesses sexual harassment in the workplace, they have an affirmative obligation to report such conduct to his or her supervisor, or one of the individuals designated on the attached sheet. If, after an investigation is conducted, it is determined that sexual harassment has occurred, and it is determined that any employee(s) failed to fulfill their affirmative obligation to report such conduct, such a failure may be grounds for discipline.

Supervisors' Responsibility - In addition to the aforementioned responsibility, supervisors are also responsible for taking the following steps to prevent sexual harassment, among other steps to be taken:

1. Assure that all subordinates and new hires have received a copy of the firm's sexual harassment policy and have verified the receipt of the policy.
2. Discuss the sexual harassment policy with employees and assure that all of them are aware that they will work in an environment free of harassment.
3. Assure employees that they are not required to endure degrading, denigrating or hostile treatment that is of a sexual nature;
4. Inform all employees of the sexual harassment complaint process, including employees' right to by-pass an offending staff member.
5. Immediately report any complaints, observations or concerns of unlawful harassment. When receiving a complaint of sexual harassment, supervisors should instruct the complaining employee that anything they say may be reported to the investigating officials.

D. Complaint and Investigation Procedures for Sexual Harassment

1. Initial Complaint

Any employee who believes he or she has been the subject of sexual or other harassment should report the alleged act immediately to his or her supervisor, or one of the individuals designated to receive such complaints (Appendix A, Form

D). If a complaint involves a supervisor or one of the designated individuals, the complaint will be filed directly with the Fire Chief or his designee. Employees are not expected to report harassment to the person they believe is harassing them.

2. Confidentiality and Timeliness

All complaints will be handled in a timely and confidential manner. Anyone involved in a complaint will be instructed not to discuss the subject outside the investigation. Personnel violating confidentiality are subject to immediate discipline. Communications will be made to others only on a "need to know" basis. The purpose of this provision is to protect the confidentiality of the employee who files the complaint, to encourage the reporting of any incidents of sexual harassment, and to protect the reputation of any employee wrongfully charged with sexual harassment. All investigations will be completed within thirty (30) days.

3. Nature of Investigation

Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All persons who participate in such an investigation shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or participating in an investigation.

4. Conclusion of Investigation

Employees shall be given an impartial and fair determination. If, after a thorough investigation, it is determined that sexual or other harassment has occurred, immediate and appropriate disciplinary action up to and including discharge will be taken to end the harassment. Appropriate follow-up steps will be taken to ensure that the harassment has stopped.

Section 2.9(2) Prohibition of Other Unlawful Harassment

The District is committed to maintaining a work environment free of harassment on the basis of race, color, religion, gender, sex, national origin, age, marital status, or disability. We will not tolerate unlawful harassment of personnel by a supervisor, co-worker, vendor, customer, or anyone else. Workplace harassment may violate one or more of the following: Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or the Florida Civil Rights Act. All personnel are responsible for maintaining a workplace that is free of unlawful harassment and intimidation. The District is committed to promptly and thoroughly investigating all complaints of unlawful harassment within thirty (30) days. If, after a thorough investigation, it is determined that unlawful harassment has occurred, immediate and appropriate disciplinary action up to discharge will be taken to end the harassment. Appropriate follow-up steps will be taken to ensure that the harassment has stopped.

Unlawful harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, gender, national origin, age, marital status, or disability when it:

- A. has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- B. has the purpose or effect of unreasonably interfering with an individual's work performance; or
- C. otherwise adversely affects an individual's employment opportunities.

Unlawful harassment includes, but is not limited to, the following:

- A. epithets, slurs, negative stereotyping or threatening, intimidating, or hostile acts that relate to race, color, religion, gender, national origin, age, marital status, or disability; and,
- B. written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, religion, gender, national origin, age, marital status, or disability and that is placed on walls, bulletin boards, or elsewhere on the company's premises, or circulated in the workplace. This also includes acts that purport to or are meant to be, "jokes" or "pranks," but that are hostile or demeaning, such as hate mail, threats, defaced photographs, or other such conduct.

All personnel are responsible for maintaining the workplace free of unlawful harassment and intimidation. In this role, the responsibilities of all supervisors include, but are not limited to, the following:

- A. Discussing this policy with employees and assuring that all of them are aware that will can work in an environment free of unlawful harassment.
- B. Assuring employees that they are not required to endure degrading, denigrating, abusive or hostile treatment because of their race, marital status, color, religion, gender, national origin, age or disability.
- C. Informing employees of the complaint process, including the employees' right to bypass an offending staff member.
- D. Immediately reporting any complaints, observation or concerns of unlawful harassment.

All personnel are responsible for helping to assure the District is kept free of unlawful harassment. If any person experiences or witnesses workplace harassment, they have an affirmative obligation to report such conduct to their supervisor, or one of the individuals designated on the attached sheet. If, after an investigation is conducted, it is determined that unlawful harassment has occurred, and it is determined that any employee(s) failed to fulfill their

affirmative obligation to report such conduct, such a failure may be grounds for discipline. If a complaint involves a supervisor or one of the designated individuals, the complaint will be filed directly with the Fire Chief or his designee. Employees are not expected to report harassment to the person they believe is harassing them.

All harassment complaints will be kept confidential to the extent possible, consistent with the conduct of a full and fair investigation. Personnel violating confidentiality are subject to immediate discipline. Communications will be made to others only on a limited "need to know" basis. There will be no retaliation against any employee for filing complaints of workplace harassment.

We are committed to promptly and thoroughly investigating all harassment complaints within 30 days. The complainant will be kept informed throughout the process. If, after a thorough investigation, it is determined that harassment has occurred, immediate and appropriate disciplinary action up to discharge will be taken to end the harassment. Appropriate follow-up steps will be taken to ensure that the harassment has stopped. All persons who participate in such an investigation shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or participating in an investigation.

704 ATTENDANCE AND PUNCTUALITY

Collective Bargaining Unit Employees are covered as provided for in the Collective Bargaining Agreement and as referred to the policy below.

To maintain a safe and productive work environment, The Immokalee Fire Control District expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on the other employees and The Immokalee Fire Control District. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify the on-duty Shift Commander as soon as possible in the advance of the anticipated tardiness or absence. (See Policy 305 Sick Leave Benefits)

Poor attendance (defined as greater than 20% of ones expected work hours), excessive tardiness (defined as more than 3 times in two months), and patterned absences (shifts following holidays, weekends or other such pattern that is noted) are disruptive and may lead to disciplinary action, up to and including termination of employment.

Revised 2016-10-20

704B Immokalee Fire Control District Attendance Point System (APS)

This policy, which is effective October 1, 2015, addresses the handling of attendance and absenteeism occurrences. IFCD views this attendance point system as a reasonable and objective means to assist employees in understanding their attendance obligations and the potential consequences of the failure to meet these obligations. The policy provides employees with attendance issues an opportunity to improve their records through regular and steady attendance, as well as providing a reasonable and objective basis for the imposition of discipline for instances of non-attendance. APS is not intended as a punitive measure for those employees with chronic illness nor is it intended to significantly impact employees whose attendance is normally consistent but is temporarily affected by special circumstances.

1. Assessment of Points

- a) Subject to the Attendance Point Schedule below, employees will be assessed points for various incidents of non-attendance, including both full and/or partial day absences.
- b) Points will accumulate and will result in handling each time the point total is equal to or greater than twenty (20).
- c) Each employee will have electronic access to his/her attendance record. Any assessment or deduction in points will be reflected in this record.

ATTENDANCE POINT SCHEDULE		
ATTENDANCE INCIDENT	POINT VALUE MONDAY - THURSDAY	POINT VALUE FRIDAY - SUNDAY
Missed Call or Unable to Perform Job Duties Due to Remaining On-Duty While Sick or Unfit	10	10
Sick (without valid medical documentation), and any unavailable day for non-compensated reasons	4	6
Sick (with valid medical documentation*)	3	3
Hospitalization or Emergency Treatment – with valid medical documentation	0	0

*Employees must submit the required documentation from a doctor supporting the entire period of absence as provided by the medical review process in Section 3 below. **Employees will not be assessed any points under this policy for absences due to an approved leave under the Family Medical Leave Act and/or a work-related illness or injury supported by a valid doctor's note submitted to the Fire Chief or his designee.**

2. Good Attendance Credit

a) Three (3) points will be deducted from an employee's accumulated point total for every two (2) months in which the employee has no attendance incidents covered under the Attendance Point Schedule above and has not otherwise been absent during the calendar month for any reason, with the exception of approved vacation, compensatory leave, personal leave, jury duty, work-related illness or injury with valid doctor's note and bereavement leave days.

b) An employee's point total cannot be less than zero (0).

3. Medical Review Process

a) Employees who are absent and choose to submit valid medical documentation to the Fire Chief or his designee supporting the mark off must do so within three (3) calendar days from the last day of the medical absence. The Fire Chief or his designee will review the medical documentation and assess the circumstances on the individual merits.

Following this review, if the absence was due to hospitalization or emergency medical treatment in which case no points will be assessed and the absence excused under existing standards. If not, the Fire Chief or his designee will make a determination as to the gravity of the illness so that the appropriate points can be assessed under this policy.

b) Timely submission of information will not, in and of itself, excuse the absence. Except in extraordinary circumstances, information submitted outside the three (3) calendar day period will not be reviewed by the Fire Chief or his designee for attendance handling purposes, and the absence will be subject to handling under this policy. The information may, however, be further reviewed by the Fire Chief or his designee to determine if it is a covered absence under FMLA as appropriate.

c) Employees who choose to submit medical documentation to support their absence should, at a minimum, include the following information from the treating health care provider:

- (i) Employee name (first, middle initial and last). If the absence is for a family member's hospitalization or emergency treatment, the family member's name (first, middle initial, last) and relationship to employee;
- (ii) Date of onset of injury/illness;
- (iii) Date(s) of examination/consultation/treatment for the particular illness/injury;
- (iv) Non-Emergency/Non-Hospitalization Medical Issues (Employee): If the absence is for the employee's personal medical needs but is not a medical emergency or for hospitalization, sufficient information from the treating healthcare provider to support that the absence is related to a medical issue;
- (v) Emergency/Hospitalization (Employee or Family Member): If the absence is for the employee's or a family member's medical emergency or hospitalization, sufficient documentation of hospitalization or treatment in an emergency room or urgent care center from the treating healthcare provider to help Fire Chief or his designee determine whether such absence should be excused from any point assessment under this policy.** Sufficient medical information may include documentation from the healthcare provider that the employee was admitted to the hospital or information that the patient was treated in a hospital emergency room or urgent care center. While the nature of the medical information disclosed is at the discretion of the employee and healthcare provider, Fire Chief or his designee must receive sufficient information to determine whether the absence qualifies as a medical emergency/hospitalization;

(vi) Health care provider's name, address and telephone number (must be on official office letterhead or other printed form containing the same information); and

(vii) Health care provider's signature.

Employees who choose to submit medical documentation are responsible for ensuring that it contains the above information. Failure to provide complete documentation may result in the accumulation of additional points under this policy. All medical documentation may be submitted in person to the Fire Chief or his designee or via email to chief@immfire.com.

d) When submitting documentation to the Fire Chief or his designee for review, employees must also provide the following identifying information:

(i) Employee ID number;

(ii) Division or Bureau assigned to (Operations, Prevention, Training, etc.); and

(iii) Employee telephone number

e) The Fire Chief or his designee reserves the right to seek additional and/or clarifying information from the employee or from the employee's health care provider with the employee's consent. If the employee either refuses to provide additional and/or clarifying information or does not provide consent for the Fire Chief or his designee to talk to the employee's health care provider, the information submitted will be deemed insufficient to excuse the absence(s) from attendance handling, and the absence may be subject to handling as an attendance infraction.

Medical emergencies/hospitalization/out-patient surgery/invasive procedures

Employees returning to work following treatment for a significant illness or injury requiring hospitalization or surgical intervention must submit a return to work authorization completed by the health care provider to the Fire Chief or his designee and be cleared by the District's Physician to return to service. Such employees may be required to submit additional treatment information to the District's physician at the discretion of District's Physician to determine fitness for duty.

Absences spanning seven or more consecutive calendar days

Employees returning to work after an absence spanning seven or more consecutive calendar days and employees returning to work after an absence due to any medical condition that may impact performance or safety on the job must submit a fitness for duty form completed by the health care provider. Such employees may be required to submit additional treatment information to the District's physician to determine fitness for duty.

4. Discipline

a) An employee who accumulates at least twenty (20) points will be subject to progressive handling each time his/her point total reaches twenty (20) or more points, in accordance with the following disciplinary schedule:

ATTENDANCE HANDLING SCHEDULE		
STEP	ACCUMULATED POINTS	HANDLING
1	> or = 20	Record of Conversation Warning Letter 1
2	> or = 20	Written Reprimand Warning Letter 2
3	> or = 20	Suspension and/or Demotion
4	> or = 20*	Termination/Dismissal
*For purposes of dismissal only, the twenty (20) point total will be increased two (2) points for each five (5) years of service. For instance, a twenty (20) year employee will be subject to dismissal upon accumulation of 28 points, following assessment of discipline at Step 3.		

b) Following handling at each of the steps above, including written warning letters, ten (10) points will be deducted from the employee's point total. For example, if an employee accumulates 22 points and is handled at Step 1 (Warning Letter 1), the employee's new point total will be reset to 12 points (22 minus 10). The next time the employee reaches the 20 point threshold, he/she will be subject to discipline at Step 2, and the process will be repeated.

c) The APS is not intended to preclude legally protected leaves such as FMLA or other excused absences which are properly certified and/or documented, including bereavement leaves, paid personal days or leaves of absence under any applicable collective bargaining agreements, absences caused by work-related illness or injury, jury duty, military leaves or union business utilizing union time bank. However this does not necessarily entitle an employee to the reduction in points referenced in Section 2(a) above.

Employees who are seeking to be absent as part of a request for a reasonable job accommodation should follow any applicable Job Accommodation Process, which includes making a request for a reasonable job accommodation prior to the absence (unless extraordinary circumstances exist) through the Fire Chief or his designee. IFCD reserves the right to assess points under this policy for any absences accumulated by an employee that were not approved as a job accommodation, unless otherwise prohibited by law.

5. Initial Point Assessment/Placement in Discipline Process

a) Effective October 1, 2015, each employee subject to this policy will start with zero (0) points and his/her employee record where any discipline was taken under the IFCD Attendance Policy or any other District policy regarding attendance or use of Sick Leave will be converted as indicated below:

- i. Current Level: No previous counseling or disciplinary action taken –**
Employee will begin with no step under APS and will be subject to handling at "Step 1" whenever his/her point total reaches 20.

ii. Current Level: Record of Conversation – Employee’s record will be set at “Step 1” under APS and will be subject to handling at “Step 2” whenever his/her point total reaches 20.

iii. Current Level: Written Reprimand – Employee’s record will be set at “Step 2” under APS and will be subject to handling at “Step 3” whenever his/her point total reaches 20.

iv. Current Level: Suspension and beyond – Employee’s record will be set at “Step 3” under APS and will be subject to handling at “Step 4 – Dismissal” whenever his/her point total reaches 20 or higher, dependent on the employee’s length of service.

**The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Added 2015-09-17

705 NEATNESS AND PERSONAL HYGIENE

- 705.1** A member or employee of The Immokalee Fire Control District shall be neat and clean. He/she shall keep his/her body clean and free of offensive odors, as circumstances will permit. Particular attention should be paid to oral hygiene and the hands and fingernails.
- 705.2** The face will be kept clean-shaven but a short neatly trimmed facial hair that does not interfere with ones ability to obtain a proper SCBA facepiece seal will be permitted.
- 705.3** Hair will be kept well groomed and shall have a professional appearance. Line personnel and personnel performing activities in or near an IDLH environment that choose to keep long hair shall have hair pulled back in a manner so as not to interfere with their assigned duties and decrease the risk of injury to the employee.
- 705.4** All employees of The Immokalee Fire Control District shall be expected to maintain a neat and orderly appearance when in uniform and/or performing Fire Department business or attending Fire Department functions.
- 705.4.1** All off-duty members and employees of The Immokalee Fire Control District shall be expected to maintain a neat and orderly appearance while on Fire Department property or attending Fire Department functions.
- 705.5** Uniforms issued to an employee of The Immokalee Fire Control District shall remain his/hers during their employment service. A record shall be kept of all uniforms issued to a member or employee.
- 705.5.1** All such issue shall be deemed regulation issue, and shall be the only issue worn. It shall be the responsibility of the employee to maintain and be accountable for this issue.
- 705.5.2** Class A uniforms (Dress Uniform): Dress uniform pants and long sleeve button up or zipper shirt, with proper brass and tie will be worn for formal or ceremonial events, funerals, or when determined necessary by the Fire Chief.
- Class B uniforms: Uniform or EMS Pants and short sleeve button up or zipper shirt, with proper brass will be worn for all special events or public functions and meetings, unless otherwise modified by the Fire Chief.
- Class C uniforms: uniform or EMS pants and golf/polo shirts may be worn as a daily duty uniform and/or for

public education events when deemed appropriate by the Shift Commander or the Fire Chief.

Class D uniforms: EMS Pants/Shorts and Department Issued T-shirt or golf/polo shirt may be considered the daily duty uniform.

*Employees electing to wear shorts must wear black sneakers with black socks, at the employees expense.

*Any incident response or call for service requiring skin protection or isolation from body fluids, chemicals, other fluids, etc. will require bunker pants, jumpsuit, or long pants over the shorts as necessary and appropriate.

Class E uniforms (Jumpsuits): may be worn after five (5) p.m. while in quarters, or on a call that you receive after five (5) p.m.

Fitness Uniform: Personnel may wear appropriate fitness clothing to work out in, but must be in an acceptable daily uniform or bunker when responding to a call.

* Flip flops, Crocs, sandals, etc. are only allowed in the shower area, bunk room, and/or at night to go from the bunk room to the designated bunker gear staging area.

* Fitness clothing must include appropriate closed-toe footwear.

Administrative Officers (Chief, Assistant Chief, Deputy Chief, Fire Marshal, Captain) and Staff are permitted to wear any of the above designated uniforms or a reasonable variation thereof, or civilian clothes, as long as the dress is neat and professional in appearance, as approved by the Fire Chief.

- 705.6** If the employee loses any part of his/her uniform issue, the cost of replacement will be deducted from his/her paycheck.
- 705.7** All employees of The Immokalee Fire Control District shall be required to have a clean Class B uniform in an immediately accessible location when on duty (your locker).
- 705.8** All employees will be issued a badge, nametag, and insignia that will indicate his/her rank. Department issue will be the only items worn on uniforms unless otherwise approved by the Fire Chief.
- 705.9** The Immokalee Fire Control District will replace or repair parts of the uniform that become unserviceable because of (1) normal wear and tear or (2) damage if through no fault of the employee while in the line of duty.

705.10 No employee of The Immokalee Fire Control District shall wear any department issued uniform or uniform accessories (badges, caps, belts, etc.), or represent Immokalee Fire Control District in an official capacity, off duty except to go to and from work or any department related activities without prior approval of the Fire Chief.

NOTE: The Chief may temporarily override this policy under extenuating circumstances.

Revised 2014-05-14

706 RETURN OF PROPERTY

Employees are responsible for items issued to them by The Immokalee Fire Control District or in their possession or control, such as the following:

- Equipment
- Identification badges
- Keys
- Manuals
- Protective equipment
- Tools
- Uniforms
- Written materials

All Immokalee Fire Control District property must be returned by employees on or before their last day worked. Where permitted by applicable laws, The Immokalee Fire Control District may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The Immokalee Fire Control District may also take all action deemed appropriate to recover or protect its property.

The Fire Chief may deviate from this policy, especially upon retirement of an employee or as pertaining to gear or equipment that cannot be properly cleaned and redistributed (such as boots).

707 RESCINDED

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708 RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with The Immokalee Fire Control District. Although advance notice is not required, The Immokalee Fire Control District request that at least two weeks written notice of resignation be provided from an employee electing to leave the Districts employ.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

709 SECURITY INSPECTIONS

The Immokalee Fire Control District wishes to maintain a work environment that is free of illegal or unauthorized drugs, alcohol, firearms, explosives, or other improper materials. To this end, The Immokalee Fire Control District prohibits the possession, transfer, sale, or use of such materials on its premises. The Immokalee Fire Control District requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remains the sole property of The Immokalee Fire Control District. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of The Immokalee Fire Control District at any time, either with or without prior notice.

The Immokalee Fire Control District likewise wishes to discourage theft or unauthorized possession of the property of employees, The Immokalee Fire Control District, visitors, and citizens. To facilitate the enforcement of this policy, The Immokalee Fire Control District or its representatives may inspect not only desk and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto The Immokalee Fire Control District's premise.

Revised 2017-03-16

710 DRUG TESTING

The Immokalee Fire Control District is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, employees and job applicants may be asked to provide body substance samples (e.g., blood, urine) to determine the illicit use of marijuana, cocaine, opiates, amphetamines, alcohol, barbiturates, and phencyclidine (PCP), or any other illegal drug. The Immokalee Fire Control District will attempt to protect the confidentiality of all drug test results. Drug tests may be conducted in any of the following situations:

PRE-EMPLOYMENT-As a prequalification to assuming any position, prospective employees are required to provide a body substance samples for drug testing. This occurs in connection with the pre-employment medical examination.

PERIODIC-This testing occurs in connection with qualifying medical examinations as needed.

REASONABLE CAUSE-Testing of this kind occurs when workplace behavior indicates that an employee is under the influence of drugs. Such behavior must be witnessed by at least one supervisor.

POST-ACCIDENT-Any current employee who is involved in a serious incident or accident while on duty, whether on or off the employer's premises, will be asked to provide a body substance sample.

RANDOM TESTING-Employees holding safety sensitive positions may be subject to testing at any time on a random basis.

Subject to any limitations imposed by law, a refusal to provide a body substance sample under the conditions described above may result in disciplinary action, up to and including termination of employment.

Any driver who refuses to be tested under the provisions of the DOT regulations will not be permitted to operate a Department motor vehicle. Any driver who tests positive for drugs will be immediately disqualified and taken off the road. Where test results are positive, the Medical Review Officer will advise the driver as to what drug was discovered.

An individual who is involuntarily relieved of duty solely because of drug testing will be paid for time away from scheduled work if the drug tests results are negative.

An employee who test positive and who successfully completes rehabilitation will be subject to unscheduled testing for a 12-month period following reinstatement.

Questions concerning this policy or its administration should be directed to the Fire Chief.

801 LIFE-THREATENING ILLNESSES IN THE WORKPLACE

Employees with life-threatening illnesses such as cancer, heart disease, and AIDS, often wished to continue their normal pursuits, including work, to the extent allowed by their condition. The Immokalee Fire Control District supports these endeavors as long as employees are eligible to meet acceptable performance standards. As in the case of other disabilities, The Immokalee Fire Control District will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. The Immokalee Fire Control District will take reasonable precautions to protect such information from inappropriate disclosure. Officers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

802 VISITATION

Prior to 1600 hours (4:00 p.m.) there will be no visitors for employees allowed on the premises; provided, in an emergency situation, with prior approval from the officer on duty, the visitors will be allowed for no longer than necessary.

Family members are permitted to visit during meal times and after business hours but must leave the station by 2100. Visits during business hours that are necessary for a particular reason of family circumstance are permitted but shall be kept to a minimal amount of time.

After 1600 hours (4:00 p.m.) employees may have up to four (4) visitors.

Children shall be supervised by their parents at all times and shall not be permitted to roam freely throughout the station or bay area. Other department personnel shall not be responsible for their supervision.

Visitors of duty personnel shall be considerate of other crew members.

The member being visited shall be responsible for supervision of their visitor(s).

Visitors shall not have access to any documents, files, or other confidential information.

Visitation shall be allowed in the meeting room, kitchen, or in a safe location in the bays. Visitors are not to be in the operations office, bunkroom, or day room except as would be allowed for persons requesting a station tour.

Social visitors shall not interfere with scheduled duties or training sessions.

Visitors that have a detrimental impact on other personnel or station activities will be asked to leave.

Visitors not associated with personnel shall be greeted and escorted throughout the station.

Thanksgiving, Christmas, New Year's Day, and an event sponsored by The Immokalee Fire Control District will be the exception to this policy.

All visitors must leave the premises by 2100 hours (9:00pm).

Revised 2013-04-18

803 USE OF DISTRICT FACILITIES

District facilities shall be available at no cost for use by other government entities, civic associations including unincorporated groups and private not-for-profit organizations, in this order of priority. Facilities may be reserved on a space-available basis. Under no circumstances may use of District facilities by another organization conflict with any ongoing District operations. In the event of an emergency, reservations may be cancelled by the District without notice. Any organization that utilizes District facilities must agree in writing to indemnify the District for any personal injuries or property damages that may arise from its use of the District's facilities.

804 INTERNET USE

As a condition of providing Internet access to its employees, the Immokalee Fire Control District places certain restrictions on workplace use of the Internet. The District encourages employee use of the Internet (1) to communicate with fellow employees and associates regarding matters within an employee's assigned duties, (2) to acquire information related to, or designed to facilitate the performance of, regular assigned duties, and (3) to facilitate performance of any task or project in a manner approved by an employee's supervisor. Please be advised that the District expressly prohibits the following uses of the Internet access provided by the District:

- Dissemination or printing of copyrighted materials (including articles and software) in violation of copyright laws.
- Sending, receiving, printing, or otherwise disseminating proprietary data, or other confidential information of Immokalee Fire Control District in violation of District policy or proprietary agreements.
- Offensive or harassing statements or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious, or political beliefs.
- Sending or soliciting sexually oriented messages or images.
- Operating a business, usurping business opportunities, or soliciting money for personal gain, or searching for jobs outside the District.
- Sending chain letters, gambling, or engaging in any other activity in violation of local, state, or federal law.

805 DRUG-FREE WORKPLACE

The purpose of this policy is:

- A. to establish and maintain a safe, healthy working environment for all employees, reserves, and volunteers (for the purposes of this policy, all members, whether paid or unpaid, are referred to as “employees”),
- B. to ensure the reputation of the District and its employees as good, responsible citizens, worthy of the trust placed in them by the citizens within the District,
- C. to reduce the incidence of accidental injury to persons or property,
- D. to reduce absenteeism, tardiness and indifferent job performance, and
- E. to provide assistance toward rehabilitation for any employee who seeks the District's help in overcoming any addiction to, dependence on, or problem with alcohol or drugs.

Florida Statutes Section 440.102(5)(n) states: An employer shall not discharge, discipline or discriminate against an employee solely on the employee’s voluntarily seeking treatment, while under the employ of the employer, for a drug related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered an alcohol and drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, an employer may select the employee assistance program or drug rehabilitation program if the employer pays the cost of the employee’s participation in the program.

Florida Statutes Section 440.102(11) states: Public employees in safety-sensitive or special-risk positions:

(a) If an employee who is employed by a public employer in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the employer must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated leave credits before leave may be ordered without pay,

(b) An employee who is employed by a public employer in a *special-risk* position may be discharged or disciplined by a public employer for the first positive confirmed test result if the drug confirmed is an illicit drug under s.893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue work in any special-risk or mandatory-testing position of the public employer, but may be assigned to a position other than a special-risk or mandatory-testing position of the public employer or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated leave credits before leave may be ordered without pay.

Types of Testing

Employees will be subjected to the following drug tests:

Job Applicant Testing: All applicants for mandatory-testing or special risk positions recommended for hire or functioning as a volunteer will be tested. Volunteers may be

required to pay for the cost of their testing due to budgetary constraints at the discretion of the District. A refusal to submit or a positive confirmed test result will be used as a basis to reject the applicant for employment or a volunteer position at that time.

Reasonable Suspicion Testing: An employee will be required to submit for testing when the employer has reasonable suspicion that an employee is using or has used drugs in violation of the employer's policy.

Post-Accident and Post-injury Testing: If an employee causes or contributes to the cause of an accident the employee must submit to a drug and alcohol test. If an employee is injured or contributes to the cause of an injury that requires care beyond basic first aid the employee must submit to a drug and alcohol test.

Follow-up Drug Testing: If you enter an employee assistance program for drug-related problems, or a drug rehabilitation program, you must submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a 2-year period after completion of the program, but no more than 8 times in the 2-year period. Advance notice of a follow-up testing date must NOT be given to the employee to be tested.

Routine Fitness Testing: An employee may be required to submit to a drug and alcohol test as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment group or classification. All Florida State Certified Firefighters, Fire Inspectors, EMT's and Paramedics that are employees for the District are to have an annual physical examination which includes a drug test.

Random Drug Testing: Employees and volunteers in mandatory-testing or special risk positions may be required to submit to a drug and alcohol test as part of a randomly selected group from the entire pool of mandatory-testing or special risk positions.

Random drug testing may be conducted quarterly using 20% of the members of the entire pool of mandatory-testing or special risk positions.

Drugs Tested: You may be tested for, but not limited to, any or all of the following:

Alcohol	Amphetamines	Barbiturates	Benzodiazepines
Cannabinoids	Cocaine	Methadone	Methaqualone
Opiates	Phencyclidine	Propoxyphene	

Reporting Use of Prescription or Non-Prescription Medications: An employee, volunteer, prospective-employee, or prospective volunteer will be able to report the use of prescription or non-prescription medications both before and after being tested, as a presence of some medications may affect the outcome of the test. Common over-the-counter and prescription drugs which could alter or affect a test result include, but are not limited to the following:

Alcohol	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's
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	Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).
Amphetamines	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.
Cannabinoids	Marinol (Dronabinol, THC).
Cocaine	Cocaine HCl topical solution (Roxanne).
Phencyclidine	Not legal by prescription.
Methaqualone	Not legal by prescription.
Opiates	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
Methadone	Dolophine, Metadose.
Propoxyphene	Darvocet, Darvon N, Dolene, etc.

Prior to Testing: If you are experiencing a problem with drugs or alcohol you are encouraged to contact an Employee Assistance Program.

Pursuant to Florida Statutes Section 440.102(5)(n), if you voluntarily come forward and seek help prior to being required to submit to a drug and/or alcohol test, no disciplinary action will be taken. However, you are still expected to report to work and perform your duties as assigned/modified unless your treatment program counselor requires you miss work. Enrollment in a program does not give the employee the freedom to violate any of the District's policies or protect you from disciplinary action for such violations. The District reserves the right to reassign you to another position (i.e. - safety or security concerns is a valid reason to reassign an employee).

Positive Test Results: If you have confirmed positive test results the District will send you a letter within five days of our receipt of notification from the Medical Review Officer, notifying you of your positive test result. The letter will outline your rights and

the manner in which you may challenge a positive test result. You are responsible for any costs associated with a challenge.

Challenging Test Results: You have the right to challenge a positive test result. A challenge must be filed within 5 working days of receiving notification of a positive result. The first stage requires that you explain or contest the result in writing to the District. If your explanation is unsatisfactory you will be notified of such in writing 15 days of its receipt. At that time you will be provided with a copy of your positive test result and the name and address of the laboratory. If you were involved in an accident and denied medical or indemnity benefits you may file an administrative challenge by filling a Claim for Benefits with a Judge of Compensation Claims. If no workplace injury occurred, you may challenge the test result in a court of competent jurisdiction. If you decided to challenge the test result it is your responsibility to notify the laboratory that you are challenging the test result. You will be solely responsible for all costs associated with such challenge.

*Within 180 days after written notification of positive test result, the prospective-employee/employee or prospective volunteer/volunteer shall be permitted by the District to have portion of the specimen retested, at his/her expense. This should be explained in detail in the notification to the applicant/employee.

* If the prospective-employee/employee or prospective volunteer/volunteer desires to have the specimen tested at another laboratory, have the first laboratory transfer the specimen to the second laboratory. The District will not make the transfer.

*The prospective-employee/employee or prospective volunteer/volunteer can administratively challenge the results of the drug test by filling a claim with a Judge of Compensation Claims within 30 days after the receipt of the employer's response to his explanation.

Cost of Testing: The District shall pay for all initial and confirmation drug test that it requires of the employees. Tests that are not required by the employer will be paid for by the employee.

Confidentiality: All information, interviews, reports, statements, memoranda and drug and alcohol test results, written or otherwise received by the District are confidential communications and will be maintained in a separate file. The District, any laboratory, Employee Assistance Program, drug or alcohol treatment program or their agents who receive or have access to this information shall keep it confidential. Release of such information under any other circumstances shall be solely pursuant to a signed written informed consent from, unless such release is compelled by a hearing officer or court of competent jurisdiction or if deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. Additionally the District its agent, the laboratory or treatment program shall not be prohibited from releasing this information when consulting legal counsel in actions brought under or related to Section 440.102 Florida Statutes, or when such information is relevant to its defense in civil or administrative matter.

Consequences of Refusing to Submit or Testing Positive:

*Prospective-employee, prospective volunteer: A prospective-employee or prospective volunteer who refuses a drug test will not be hired. A prospective-employee

or prospective volunteer who submits to a drug test and has a confirmed positive result will not be hired.

*Employee or volunteer that is NOT injured: In the event an employee or volunteer who has not been injured refused to submit to a drug test or has a confirmed positive result may be subject to one or more of the following requirements:

- Attend educational seminars and courses and participate in an employee assistance program.
- Attend rehabilitation programs
- Agree to reasonable discipline that may include job transfer, probationary employment and/or reduction in compensation.
- Immediate discharge from employment.

*An employee or volunteer who IS injured: An employee or volunteer who has been injured in the course and scope of their employment who refuses to submit to a drug test or has a confirmed positive result shall:

- Forfeit their eligibility for medical and indemnity benefits under the Workers' Compensation Act.
- Forfeit their eligibility for unemployment benefits
- Be terminated from employment
- Otherwise subject to the sanctions provided above for an employee or volunteer who is not injured.

Convictions: If you are convicted of a drug related crime (sale, use or possession), you must notify your superior officer within 2 days of your conviction. If the conviction is listed as a felony, per State guidelines, you will lose your State certification as a Firefighter, Fire Inspector, EMT or Paramedic and therefore will be terminated from employment.

Miscellaneous:

A notice of drug testing in vacancy announcements shall be included for those positions where drug testing is required.

Each current and future employee or volunteer will be provided a copy of the Drug-Free Workplace policy and will be requested to turn in a signed Policy Summary.

A notice of the District's drug testing policy shall be made available for inspection during regular business hours

All drug testing will be conducted by a District designated laboratory, which is licensed and approved by the Agency for Health Care Administration. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling and transfer and storage.

A current resource file of providers of Employee Assistance Programs including alcohol and drug abuse programs, mental health providers and various other persons, entities or organizations designed to assist employees with person or behavioral problems shall be maintained. This includes, but is not limited to, those referenced in "The Florida Comprehensive Directory, Drug Abuse and Mental Services" published by the Department of Health and Rehabilitative Services.

All prospective-employees or volunteers and current employees or volunteers subject to the District's drug-free program and testing procedures shall be informed of the drug-free policy.

Two copies of the District's consent form shall be given to the prospective-employee/employee or prospective volunteer/volunteer; one is to be signed, dated, and returned to the District and one kept by the employee or volunteer.

If the initial test is negative the District may in its sole discretion seek a confirmation test per FSS 440.102(6)(a), at the District's expense. If the initial test is positive, a confirmation test must be obtained at the District's expense.

The District shall provide the prospective-employee/employee or prospective volunteer/volunteer, upon request in writing, a copy of the test results. A prospective-employee/employee or prospective volunteer/volunteer whose drug test results is confirmed as a positive in accordance with this program shall not, by virtue of that result alone, be deemed to have a "handicap" or disability" as defined under federal, state or local handicap and disability discrimination laws.

The District shall employ or contract with a medical review officer (MRO) who is responsible for receiving and reviewing all confirmation results from the laboratory. The MRO is responsible for contracting all positive tested individuals to inquire about possible prescriptive or over-the-counter medications which could have caused a positive result. The MRO shall notify the District's Fire Chief of the verbal and written results. Confidentiality of drug testing shall be maintained.

This policy supersedes all previous drug-free workplace policies. The District reserves the right to amend, change or alter this policy without the consent of its employees.

This Drug Free Workplace Policy does not constitute, in whole or in part, a contract between the District and any one or more of its employees or volunteers.

Definitions

- A. **"Alcohol abuse"** means the use of alcohol or alcoholic beverages, on or off duty, which impairs or adversely affects the employee's ability to perform his or her job duties. The use or being under the influence of alcohol or alcoholic beverages on the job by employees is strictly prohibited.
- B. **"Drug abuse"** means the use of any controlled substance as defined in Section 893.03, F.S., as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, F.S., as amended from time to time.
- C. **"Illegal drugs"** means any controlled substance as defined in Section 893.03, F.S., as amended from time to time, or federal law, code, or rule, not possessed or taken in accordance with a lawful prescription.

- D. **Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs** means those guidelines as printed in the April 11, 1988 Federal Register (53 FR 11970), as they may be amended from time to time.
- E. **"Reasonable suspicion"** is a suspicion which is based on specific, objective facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is warranted.
- F. **"Drug"** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxication liquor: an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; methadone, or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all such drugs.
- G. **"Reasonable Suspicion Drug Testing"** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy (this policy, policy 702, and/or any other policy, procedure, or guideline) drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - 1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - 3. A report of drug use, provided by a reliable and credible source.
 - 4. Evidence that an individual has been tampered with a drug test during his or her employment with the current employer.
 - 5. Information that an employee has caused, contributed to or been involved in an accident while at work.
 - 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

Circumstances Warranting Testing

- A. The District may require an employee to submit to drug and alcohol testing under any of the following circumstances:
 - 1. Whenever two managerial and/or supervisory employees concur that there is a reasonable suspicion that an employee is using or under the influence of drugs, illegal drugs, or alcohol, including lawfully prescribed drugs, or in possession of illegal drugs or alcohol while on duty; or that the employee is abusing alcohol or illegal drugs and the use, influence, or abuse either adversely

affects his job performance, or impairs the employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger the employee, other individuals in the workplace, or the public, or represents a threat to the safety of the employee, his co-workers, or the public.

2. Whenever an employee who is operating a District vehicle, or operating any vehicle while engaged in business for the District, is involved in an accident involving personal injury or property damage which could result in liability of, or loss to the District.
3. Whenever an employee is found to be in possession of illegal drugs or alcohol while on duty, or two managerial and/or supervisory employees concur that there is a reasonable suspicion that an employee is in possession of illegal drugs or alcohol while on duty, regardless if there are any signs or symptoms as indicated in subsection 1 above.

B. Employees may also be subject to the types of testing listed earlier in this policy.

Testing Procedures

- A. Whenever an employee who is subjected to reasonable suspicion testing tests positive, the District shall summarize, in writing, the basis for the reasonable suspicion. A copy of the summary shall be provided to the employee upon request.
- B. Whenever an employee is required to provide urine, hair, or blood specimens for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section.
- C. Threshold levels
 1. Alcohol:
 - (a) If at the time such tests are performed, there was .024 percent or more by weight of alcohol in the employee's blood, that fact shall be prima facie evidence that the employee was under the influence of alcohol to the extent that his ability to perform his job was impaired.
 - (b) The foregoing provisions of this subsection shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether the employee was under the influence of alcohol to the extent that his normal faculties were impaired.
 2. For illegal drugs, the threshold level or cut-off limit shall be established in accordance with the Florida Administrative code or, if applicable, Department of Health and Human Services (HHS) Mandatory Guidelines

For Federal Workplace Drug Testing Programs (HHS Guidelines) or in accordance with generally accepted medical procedures where such limits have not been established by the HHS Guidelines.

- D. In testing for the presence of alcohol, the District shall use a blood test. The following procedure shall be followed:
 - 1. The initial testing for the presence of alcohol will be done using an enzyme oxidation methodology;
 - 2. If the initial result is positive, the confirmation test shall be conducted using gas chromatography by quantitative analysis.
- E. In testing for the presence of illegal drugs, the District shall adopt the following procedures in accordance with the Florida Administrative Code:
 - 1. The initial screen for drugs shall be an immunoassay. If the results of this test are negative, no further testing will be required.
 - 2. If the results of the initial test are presumptively positive, the initial test shall be confirmed using the same sample for further testing using mass spectrometry/mass spectrometry (MS/MS), or gas chromatography/mass spectrometry (GC/MS). The District will not notify any person about the initial positive result, until it has been confirmed as provided for in this section.
- H. All drug testing shall be done by a lab certified by either the State of Florida Agency for Health Care Administration or the National Institute of Drug Abuse (NIDA).
- I. If the results indicate a confirmed positive alcohol or drug test, the District shall promptly notify the employee of the results. At that time, the employee may elect to have a portion of the specimen retested at a second laboratory. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, the District may take corrective and rehabilitative action as provided for in this article, and/or disciplinary action where appropriate.

Rehabilitation/Corrective Action

- A. The District may require an employee who has tested positive for the presence of alcohol and/or illegal drugs to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This section shall not be construed to limit the District's right to take appropriate disciplinary action, up to and including termination, when an employee tests positive for the presence of alcohol and/or illegal drugs.
- B. If the District requires you to submit to counseling and/or treatment, after you return to work you will be required to submit to quarterly drug testing for up to two years. If you test positive after the completion of the primary phase of treatment you will be terminated and you unemployment benefits

may be denied. If you fail to complete or comply with the program you have entered you will be terminated and your unemployment benefits may be denied.

- C. Any employee who refuses to submit to alcohol and/or substance abuse testing as required by this article shall be subject to discipline, up to and including discharge from employment.

General

- A. The District will pay the cost of any physical examinations and tests required by this policy.
- B. Physical examinations and/or blood/breath/urine specimens required by this policy will normally be obtained while the employee is on duty. If an employee is required to submit to examinations or testing, other than during normal duty hours, the employee shall be paid for all time required for the examination and/or testing.
- C. The physical examinations and tests will be performed by medical personnel selected by the District.
- D. Employees who are required by this policy to take a blood, breath or urine test, or a physical examination, shall be required to sign an authorization releasing the records of such examinations and tests to those managers or officials whose job requires direct access to such information. Disclosure of test results to any other person, agency, or organization is prohibited unless permitted by law or written authorization is obtained from the employee.
- E. The District will, to the extent permitted by law, endeavor to keep the results of any testing required by this article confidential. Furthermore, any results of positive testing, which the District later determines have been refuted, shall have affixed thereto the subsequent refutation. Test results shall be considered confidential medical records.

Revised 2015-09-17

806 REPORT WRITING

All reports for routine or emergency calls should be entered into the respective station computers on the shift in which they were run. The exception to this would be calls that were run between 6am and 8am. These reports should be entered by 5pm on their next shift day.

The Lieutenant (or Acting Lt) is responsible for ensuring that all reports are entered in within the time frames established. The Lieutenant may assign personnel at each station to enter reports for their respective shifts, however the Lieutenant will be held accountable if reports are not entered on the shift in which they were run, if run before 6am or by 5pm on their next shift day.

Should a call come in prior to 6am and units not report back to station before 7:30am, the report is permitted to be completed by 5pm their next shift day.

807 COMMUNITY SERVICE WORKERS

The Lieutenant on duty can authorize community service (without Fire Chief approval) in accordance with the following parameters.

- A. The offense the Community Service Worker (CSW) is charged for can only be:
 - a. DUI
 - b. No Violent Crimes (assault without a weapon is okay)
 - c. No Sexual Crimes
 - d. No Domestic Violence
 - e. No Grand Theft/Larceny
 - f. No Drug Trafficking
- B. Persons must be 18 years of age and able to understand or comprehend basic verbal instructions. If there are no Spanish speaking personnel on shift, an individual requiring a Spanish speaker will not be able to complete hours at that time.
- C. Community service work is to be completed between the hours of 0800 and 1700 (8am – 5pm) and is available 7 days a week based on availability of supervision.
- D. CSW Responsibilities;
 - a. Schedule time or change time 24 hours in advance.
 - b. Failure to report will result in no longer being able to complete hours with the District.
 - c. Failure to complete assigned tasks in an appropriate manner will result in reassignment of task, reduction of hours worked, or no longer able to complete hours with the District.
 - d. Check in with Lieutenant upon arrival to station with time sheet or appropriate documentation for work hours.
- E. CSWs name and hours worked will be logged in on the Department Journal at Station 30 in addition to being documented on the CSWs paperwork.

Persons under the age of 18 or other students performing community service hours for school or other educational or volunteer purposes may be authorized upon prior approval of the Fire Chief. Community service work for students may be extended to 1900 (7pm) as long as it will not interfere with operations and based on availability of supervision.

Revised 4/18/13

808 PUBLIC COMMENT DURING BOARD MEETINGS

It is the desire of the Immokalee Fire Control District Board of Commissioners to encourage public comment on any matter related to the topics of any board meeting or other matters relevant to the Immokalee Fire Control District. It is therefore understood that all persons seeking to be recognized for comment will conduct themselves in a manner that reflects the proper decorum and conduct of agency meetings. The opportunity for public comment is not an opportunity to debate an issue with the Board, but simply to provide comments that the Board may take into consideration.

A PUBLIC COMMENT REQUEST FORM will be available for all members of the public or groups wishing to make open comment at any Fire Commission Board Meeting. The form shall be filled out and given to District staff at the beginning of the meeting. The meeting agenda will have time designated for public comment under each agenda item that requires a vote of the Board or in which the Board takes official action. This comment shall be allowed during the discussion phase of the agenda item and prior to a vote or official action taking place.

The public comment requirement does not apply to the following:

- 1) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act;
- 2) An official act involving no more than a ministerial or ceremonial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- 3) Meetings that are exempt from statute 286.011;
- 4) Meetings during which the Board is acting in a quasi-judicial capacity.

Time for public comment regarding matters not specified as an agenda item will be allotted at the end of the meeting after “Topics Initiated by Commissioners” and before “Adjournment”, at which time the Chairman may recognize any requests for public comment not addressed previously during the meeting.

Comments by individual speakers shall be limited to three (3) minutes. A speaker may not allocate their time to another speaker; however the Chairman has the authority to allow additional time to a speaker if it is felt to be in the best interest of the Immokalee Fire Control District.

Representatives of groups or factions are permitted to address the Board, rather than all members of such group or faction, at meetings in which a group of four (4) or more individuals wishes to be heard. The representative shall indicate the number of individuals that are being represented that are actually in attendance at the meeting. The representative may have up to ten (10 minutes) to address the board.

Public Comment Request

Name: _____

Group represented: _____

Agenda Item / Subject:

Resident of the District

Yes ☐

No ☐

Public Comment Request

Name: _____

Group represented: _____

Agenda Item / Subject:

Resident of the District

Yes ☐

No ☐

809 SOCIAL MEDIA POLICY

Policy Statement:

The purpose of this policy is to provide guidance to persons affiliated with the Immokalee Fire Control District to clarify the boundaries between appropriate and inappropriate use of social media by fire district personnel. Social media includes, but is not limited to, platforms such as blogs, Twitter, Facebook, MySpace, YouTube, LinkedIn, live chat, instant messaging, instagram, pinterest, or other platforms. Persons affiliated with the District means employees, volunteers, Explorers, CERT, other members, trainees, and contractors, hereinafter referred to as “member(s)” for the purposes of this policy.

Nothing in this policy is intended to unlawfully restrict a member’s right to:

- discuss as a private citizen, matters of public concern, nor
- engage in concerted activity with co-workers.

Members have an affirmative obligation to avoid being perceived as a spokesperson for the district when not specifically required by their immediate supervisor or Fire Chief as part of the member’s official duties.

Spokesperson for the district means a member who makes a statement: on behalf of the district; in his/her capacity as a member of the district; in such a way that it may be perceived as in his/her official capacity as a member; or in such a way that the statement may reasonably be attributed to the district.

Engaging in social media and social networking activities is a form of speech, however any comments made while a member is perceived as a spokesperson of the district may be regulated by the district.

- No member, while speaking as a *private citizen* on a *matter of public concern* regarding the fire district, shall speak in such a way as to cause actual harm or disruption to the operations of the district
- Members may speak on a *matter of public concern* as a *spokesperson* for the district only with permission through chain of command.
- Members shall at all times exercise diligence to avoid holding themselves out as spokespersons for the district except when duly authorized. Examples of ways that members may inadvertently hold themselves out as spokespersons include use of IFCD name or acronym in screenname or e-mail or use of photos, logos, patches, etc tying member to IFCD.
- For this reason, the use of titles, IFCD logos, official IFCD images, or identification as a member of the district that creates an impression that the member is a spokesperson for the district when using social media is prohibited unless prior approval is provided by the Fire Chief or his designee unless doing so is with other employees and/or employee

representatives and is for the purpose of engaging in concerted activities relative to workplace issues.

- Any member using any content of e-mail address, screen name, logos, titles, images, etc. that may cause someone outside the organization to perceive the member as a spokesperson for the Immokalee Fire Control District must include a disclaimer on all social media indicating that all content is solely their personal opinion and not the official opinion of the District.
- Members are ***prohibited*** from publically discussing fire district matters that are ***not of a public concern***, unless doing so is with other employees and/or employee representatives, and is for the purpose of ***engaging in concerted activities*** relative to workplace issues.
 - Examples of matters not of public concern include, but are not limited to, a member in one rank complaining that members of another rank get more overtime, nozzles should be smooth bore instead of fog, trucks should be red instead of blue, a member complaining about an issue or decision that affects only that member and is not necessarily a workplace issue, etc. These are issues that may be discussed with other members or bargaining unit representatives, but are not necessarily proper to publicly discuss in an open forum where they can be misconstrued, cause harm or disruption to the district, or cause the public to receive a misleading impression of the district.
- Members shall not engage in speech that is ***false, deceptive, libelous, slanderous, misleading or causes harm*** to others, including speech that constitutes ***hate speech***, or ***harassment***; nor shall members discuss protected or confidential matters of the district, including:
 - matters that are under investigation,
 - patient and employee information protected by HIPAA/medical confidentiality laws, or
 - personnel matters that are protected from disclosure by law.
- Members engaging in social media for personal purposes, and not as a result of assigned job duties by the District, are personally responsible for all content and may be subject to liability from others if appropriate precautions are not taken to ensure content is not false, deceptive, libelous, misleading, or damaging.

Code of Conduct:

When engaging in social media or social networking activities, all members will maintain a level of professionalism in both on-duty and off-duty conduct that is

consistent with the honorable mission of our district. It is requested that members refrain from expressions of condolences for LODD, injuries, sicknesses, accidents, etc. until family has been notified by the district.

Release or use of the following is prohibited without prior approval of the Fire Chief or his designee:

- District owned or official district digital images, audio, video without district approval
- Sexually explicit or illegal material
- Conduct that may bring discredit upon district or other members

Members are prohibited from:

- Participating in social networking from IFCD facilities or apparatus, including use of IFCD IT equipment, for social networking whether on-duty or off-duty, without prior approval of the Fire Chief or his designee
 - The concern is about off-duty members engaging in a video chat or posting photographs using the station or apparatus as backdrop
- Participating in social networking while identifiable as a member of the Immokalee Fire Control District without prior approval of the Fire Chief or his designee
 - Video chat or other social networking in uniform or otherwise identifiable whether on-duty or off-duty, and whether in full uniform or partially in uniform, is perceived as a member acting in an official capacity as an official spokesperson of the district, which requires prior approval of the Fire Chief or his designee.
 - Participating in social networking while on duty unless as an assignment by Immokalee Fire Control District administration or with prior approval of the Fire Chief or his designee.
 - Necessary and limited communications with immediate family members (as defined in district policy) is allowed as long as it is within all other parameters of this policy.
 - Participating in social media during meal times or down time after normal business hours is allowed as long as it is within all other parameters of this policy.

Revised 2013-11-22

901 BOARD POLICY AND FUND BALANCE

Fund Balance is the net resources of a government and an approximate measure of liquidity. Managing an appropriate level is a vital and prudent step in the financial planning process. Governments, like businesses and individuals need some sort of financial “stability” against the potential shock of unanticipated circumstances and events. This stability takes the form of a Fund Balance Policy which ensures the fiscal well being of the District by establishing a minimum level at which fund balance is to be maintained, which is critical to the continued operation of services. It is the responsibility of the Finance Officer and the Fire Chief to monitor adherence to the policy and review and update annually.

Components of Fund Balance

Contained within each annual budget presentation, as a first priority, will be the following components of fund balance.

- A. Restricted – the portion of fund balance that reflects resources that are subject to externally enforceable legal restrictions. The District has two external restrictions:
 - a. The lending institution may restrict the reserve that is required within any future debt covenants. This reserve must be maintained at the level required by the lending institution. Only the lending institution can authorize spending of the reserve.
 - b. The county ordinance which created impact fees is the other externally enforceable legal restriction. The District’s future debt may be collateralized with future impact fee revenue. Impact fees can be spent on only those expenditures associated with growth in the District, ex. An additional fire station due to development. The ordinance also allows impact fees to be spent on debt service for those expenditures associated with growth. As such, the county ordinance restricts the use of impact fee revenue, and loan proceeds from debt collateralized by impact fees. Since the Board has no authority to expend restricted fund balances, the restricted component is typically excluded from discussions in which the Board and management at their discretion may approve to expend, commit or assign. All other components may be generally referred to as “unrestricted” even though constraints imposed by the District may exist.
- B. Committed – the portion of fund balance that represents resources whose use is constrained by limitations the Board (highest level of decision making) imposes upon itself. Constraints made by the Board remain binding unless removed in the same manner. The Board has committed fund balance for the following:
 - a. Capital Improvement – committed to acquire capital facilities, apparatus and equipment as identified in the Capital Improvement Program. The amount shall not exceed the limit set forth by the Board. Funding deficiencies for future capital will be evaluated for the need of additional revenue resources such as debt or increases to the charges for service.

- b. Debt Reserve – a commitment in the amount of the subsequent year’s debt service.
 - c. Operating Reserve – recognizing the Florida Auditor General’s operating reserve discussions, the annual budget, will contain at a minimum funds necessary to operate the District services for four months while assuming little or no revenue.
- C. Assigned – the portion of fund balance that reflects the District’s intended use of resources. Such intent can be established by the Board or delegated to the Fire Chief or Finance Officer.
 - a. Designated Reserve – previously known as “undesignated”, the Board has delegated (designated) authority to the Fire Chief or Finance Officer to encumber or expend a portion of fund balance not to exceed 1 percent of the total unrestricted fund balance. The Fire Chief or Finance Officer may approve expenditures up to \$10,000 per transaction.
 - b. Projected Deficit Reserve – the portion of fund balance assigned or appropriated to eliminate a projected deficit in the subsequent year’s budget.
- D. Unassigned – the portion of fund balance representing net resources in excess of what can properly be classified in one of the three categories described above and whose use is constrained by limitations set by the Board. This amount shall not exceed the amount equal to approximately one month of operating expenditures.

Authority for Change

Only the District’s Board may, from time to time, as deemed necessary increase or decrease fund balance commitments and assignments. Annually, the Board will evaluate, or assign or commit estimated net resources that are in excess of those amounts already committed and assigned.

Declining Fund Balance (Deficiencies)

A projected deficit occurs when a budget has been adopted with a negative net change in fund balance (net income). A significant part of managing a fund balance policy is to adhere to parameters established to mitigate a declining fund balance. As such, priorities must be established for the various components of fund balance and maximum deficiencies must be established. It is imperative to understand this policy assumes that certain financial ratios required by the District’s future debt covenants may not be met. A projected deficit will be reported as Assigned Fund Balance. Fund Balance for a projected deficit will be assigned in this order.

- a. Unassigned Fund Balance – to be utilized first
- b. Assigned Designated Reserve – amounts assigned to the Fire Chief will be utilized next
- c. Committed Operating Reserve – up to 50% may be utilized.

At no time will a projected deficit (cumulative) exceed 2 months of operating expenditures over a 2 year period. If a cumulative projected deficit equals or

exceeds 2 months of operating expenditures, management will provide a balanced budget with positive net income (net change in fund balance) in the third year. The cumulative projected deficit shall be calculated using actual results of the first year.

902 PURCHASING

Purpose: This policy was created to establish internal control over purchases, delegate purchasing responsibility and authority, and encourage competitive bidding, as well as to streamline purchasing of approved budgeted items by not requiring double approval.

This policy shall apply to all material and service procurements and related activities.

It is the individual responsibility of each employee involved in the procurement process to understand this policy and the meaning and intent of the procedures contained within this policy.

If there are any questions or concerns relative to this policy, or the ability of the employee to respond effectively to the requirements of the policy, then it is the responsibility of the employee to bring such matters to the attention of the purchasing agent.

The fundamental purpose of this policy is not to restrict the effectiveness of the individuals involved in procurement, but to provide a foundation for effective, consistent, and complete consideration of all aspects of the task with the expected result being a positive professional relationship between the employees of the District and the suppliers who serve the District.

Definitions:

Purchases: Any of the various supplies, material, goods, merchandise, and printed matter, repair work, equipment and other personal property purchased, leased or otherwise contracted for by the Fire Control District.

All vendors shall be subject to the public records requirements of Chapter 119 of the Florida Statutes. The District retains the right to request and obtain any and all documents pertaining to purchases and services provided. It is the District's policy to require that the following language be included in any and all contracts or agreements:

“Vendor acknowledges and agrees, pursuant to Chapter 119 of the Florida Statutes, that he/she shall comply with all terms and provisions of Chapter 119,F.S., the Public Records Act.”

Board: The Board of Fire Commissioners of the Immokalee Fire Control & Rescue District.

Purchasing Agent: The Fire Chief or his designee.

Agent of Record: The Fire Chief.

Local Vendor: Any vendor with primary/home offices and business location within the Immokalee Fire Control District Boundaries or within twenty (20) road miles of the Immokalee Fire Control District administrative offices.

Purchasing Authorization:

- A. The Board reserves the final authority to approve all purchases of the district.
- B. The Purchasing Agent shall be authorized to execute purchase orders for the District in accordance with funds appropriated by the Board, within the dollar limits specified below, and excluding those purchases involving leases, contracts, or other legal documents, except as provided.

Leases, Contracts, and Other Legal Documents:

- A. The Chairman, upon majority vote of the Board in open session, shall be the only authority to execute contracts or other legal documents having a binding effect upon the district.
 - 1. **Petty Cash** – This type encompasses all small purchases of materials, goods, or supplies purchased by a District employee that needs to be reimbursed by the District. These purchases are limited to \$200.
 - 2. **Emergency Purchases** – Emergency purchases are those which must be incurred by the District because of an unforeseen emergency, exceed the dollar limit that the Fire Chief has the authority to approve, and have not received prior Board approval. There is a limit of \$35,000.00 on this type of expense. The Fire Chief must approve the purchase prior to disbursement and must inform the District Board of Fire Commissioners at their next meeting of any disbursement of funds for emergency purchases. Construction services must be bid by statute. If an emergency purchase exceeds the limit of \$35,000.00, the Fire Chief may obtain verbal approval by a majority of the Board for the expenditure prior to disbursement, and then the Fire Chief must inform the District Board of Fire Commissioners of such a disbursement at their next meeting.
 - 3. **Purchases Required During a Declared Emergency** – In the event a state of emergency is declared by the Board of County Commissioners for Collier County, the Governor for the State of Florida, or the President of the United States, the Fire Chief is authorized to approve, via purchase order, the necessary purchase of goods or services, up to a maximum of \$50,000.00 for each purchase. This provision acknowledges that circumstances may arise which make it impossible to contact members of the Board for verbal approval. The Fire Chief must inform the Board of Fire Commissioners of any and all purchases under this provision at the next Board of Fire Commissioners' meeting.
 - 4. **Exempt Purchases** – Certain other purchases are exempted from formal purchasing procedures because of the kind of expense. These include expenses which are under contract or are contractual in nature (consultant fees, rental expense) reimbursements subject to the

District's Education Reimbursement Policy or ordinary, routine, unavoidable expenditures (payroll, utility, vehicle parts, repair and maintenance, etc.). While such purchases are exempt from formal purchasing procedures (i.e., submission of Purchase Request and Receipt of Purchase Order), these purchases are subject to the approval process as identified in the District procedure. The Fire Chief, where applicable, must approve these purchases prior to disbursement of funds.

5. **Purchases requiring a Purchase Order** – All other purchases of goods or services in excess of \$200.00 require a Purchase Order.

The purchase order is the instrument used to initiate and control purchases. It must be completed and approved prior to making a purchase so that effective managerial control over resources is continually maintained. The purpose of the system is to ensure that only those items needed by the District are purchased.

6. **Purchases requiring Board Approval** – All purchases in excess of \$10,000 require Board approval at a Public Meeting.

A. Purchases up to \$100.00

Petty cash for emergency or incidental purchases.

B. Purchases over \$100.00 to \$500.00

- 1) Receive authority to make a purchase.
- 2) Make every effort to obtain the most reasonable price based on previous experience and personal knowledge.
- 3) Obtain purchase order number.

C. Purchases over \$500.00 to \$10,000.00

- 1) Obtain minimum of three written price quotes.
- 2) Summarized the written quotes. Include a recommended vendor in this summary. If less than three quotes were received, list reason on summary sheet.
- 3) Obtain purchase order number.

D. Purchases over \$10,000.00 to \$35,000

- 1) Obtain three written price quotes.
- 2) Summarize the written quotes. Include a recommended vendor in this summary. If less than three quotes were received, list reason on summary sheet.
- 3) Obtain approval from the Board of Commissioners.
- 4) Obtain purchase order number.

E. Purchases over \$35,000.00

- Competitive Sealed Bids.

- 1) All bid invitations issued by the District shall provide that all costs for delivery, storage, freight, and packing are to be prepaid by the vendor, F.O.B. the address or addresses listed on the bid invitation unless otherwise specified.
- 2) No purchase shall be divided or subdivided in order to circumvent the competitive bit requirement for this policy.

- 3) It shall be the responsibility of the Purchasing Agent to determine the lowest responsible bidder meeting specifications and conditions of the bid invitation and make a recommendation of his findings to the Board.
- 4) In the event no bids are received, the purchasing agent shall advise the Board of the conditions and circumstances, surrounding the bid and make recommendations to purchase at the best possible price.
- 5) The Board reserves the right to reject any and all bids, and such reservations are to be indicated on bid invitations.

Preference to Local Vendors: For any purchases less than \$10,000 and/or not requiring a competitive bidding process, preference may be given to local vendors, as defined herein, if the cost quoted by the local vendor is no greater than 5% above the lowest quote received from any other vendors. For purchases requiring a competitive bid process, preference to local vendors may be approved by the Board of Fire Commissioners on a case-by-case basis, as long as the bid is no greater than 5% above the lowest bid submitted, provided that the purchase amount does not exceed the amount budgeted for the purchase if it is a budgeted purchase.

For all purchases and competitive bidding, as per policy, a purchase order will be required.

Exceptions:

Rentals/Leases
Contract Services
Professional Services
Utility Bills
Payroll Insurance
Travel Subscriptions
Dues
Used Equipment Purchases
Co-op Purchases
State Contract
Credit Card Billing
Vendors Selected on Yearly Best Bid. (i.e. fuel, shop and office supplies, etc.)

903 PETTY CASH

Petty cash may be used for the purchase of goods and services less than \$100.00. However, if a charge account is available, petty cash may be used to purchase items less than \$10.00.

All Personnel must request Petty Cash Funds from Administration before the purchase is made. A standardized Petty Cash “Voucher” form will be completed by all personnel before cash is given. All ORIGINAL receipts/invoices will be kept in the Petty Cash Box until the Petty Cash reimbursement is requested.

A maximum of \$200.00 will be kept for Petty Cash Funds. All Petty Cash will be kept in a locked box in the Administration Office. The Administration Assistant and the Fire Chief are the only persons with access to the Petty Cash Funds.

Revised 8-20-15

905 RECEIVING REPORTS

All purchases of the District are to be delivered to the Administrative Offices. The Receptionist will receive all deliveries and verify packing slips with product. The Receptionist will sign and date the packing slip, upon verification, and provide the packing slip to the Administrative Assistant. Upon receipt of the invoice, the Administrative Assistant will verify consistency with the packing slip and proceed with payment. All prepared payments will be reviewed and initialed by the Fire Chief or designee.

906 RECORDS RETENTION

All records of the District will be kept in accordance with applicable State and Federal guidelines as may be amended from time to time. In the event records are able to be destroyed, the Administrative Assistant will oversee the process and provide written documentation of when and how records were destroyed.

907 DIRECT DEPOSIT

Participation

Direct Deposit is the electronic deposit of funds directly into a bank account as a form of payment. The District offers direct deposit of an employee's net pay as well as travel/expense reimbursements paid through accounts payable. Electronic deposit of funds can be made to any financial institution in the United States. Direct Deposit assures that an employee's net pay is deposited in their bank account on payday, no matter their location. Beginning January 1, 2017 all employees of the District are required to utilize direct deposit. If an employee does not have an established account at a financial institution, their pay will be direct deposited on a payroll card.

Travel/expense reimbursements will be deposited into the same account as is designated for their payroll deposit.

To arrange for direct deposit, simply complete and sign a Direct Deposit Authorization Form and attach a voided check (checking account) or voided deposit slip (savings account). Once the authorization is received by the Administrative Assistant it will take a minimum of two pay cycles to become active.

An employee may change direct deposit designated account authorization at any time by notifying the District in writing. Any change **MUST** be received two weeks prior to the payday for which the change is to occur. **IT IS THE EMPLOYEES RESPONSIBILITY TO REVIEW PAY STUBS FOR ACCURACY OF INFORMATION.**

Administrative Procedure

Once an employee is enrolled in direct deposit, and the steps for setting up direct deposit have been completed, the District' financial software can perform the direct deposit payroll on a routine basis. The following steps are to be followed each pay period:

- A. Complete Payroll in financial software
- B. Enroll New Employees/Maintain Pre-notes
 - a. Add new hires or new direct deposit enrollees as necessary
- C. Preview the Direct Deposit
 - a. Print report and check for errors
- D. Create Direct Deposit File
 - a. Use the transmit option to set up the file to be sent to the bank.
 - b. Be sure to indicate if new employees/enrollees are included.
- E. Transmit Payroll Data
 - a. Transmit data in accordance with Financial Institutions policy.
 - b. Document confirmation number on the Preview Report in Step C.

908 BUDGET ADMINISTRATION

This policy is designed to assist in the administration of the Board adopted budgets in order to carry out the programs supporting the District's goals and objectives. Requests for purchases shall be made in accordance with District policy.

- A. Request for purchase shall be made in accordance with District Policy 902.
- B. Accounts payable and cash disbursements will be processed on at least a bi-weekly basis in order to ensure timely payment of District obligations.
- C. Accounts payable disbursements will be reviewed by the Fire Chief prior to signature by Commissioners. Review of said checks will be noted by initial and date on each check stub.
- D. Accounts payable checks shall require the signature of two commissioners.
- E. Transfer of funds from one account to another shall be completed by the Administrative Assistant, as is necessary. Confirmation of a completed transfer shall be reviewed by the Fire Chief and shall be noted by initial and date on the confirmation page.
- F. The Fire Chief or designee is authorized to approve contracts without prior Board approval so long as the annual financial commitment does not exceed the amount the Fire Chief is authorized to approve in accordance with District Policy.
- G. The Board of Fire Commissioners will be provided financial reports at each regularly scheduled Board of Fire Commissioners' monthly meeting.
- H. In the event of a natural disaster or calamity, the transfer of funds and processing of payroll and accounts payable disbursements shall be accomplished in the manner outlined above, as soon as the ability to do so is restored. Payroll can be completed as outlined in District Policy 902 – Leases, Contract and Other Legal Documents (A)(3).

909 PAYROLL PROCESSING

This policy is designed to assist in the preparation and disbursement of the District's payroll and related non-employee payroll checks and to provide for effective payroll administration in accordance with Federal and State Law.

- I. Pay dates will be on Friday of each pay period, unless otherwise agreed to by the Board of Fire Commissioners and the Collective Bargaining Unit (IAFF, Local 4657)
- J. The following will be ready for approval, signature, electronic transmittal and disbursement no later than Wednesday of each pay period, unless otherwise agreed to by the Board of Fire Commissioners and the Collective Bargaining Unit (IAFF, Local 4657):
 - a. Overtime and time off will be recorded from staffing sheets and the daily log;
 - b. Vacation, Sick and other time will be updated on the employee's register;
 - c. Pay rates will be updated with any contractual or promotional increases or decreases;
 - d. Overtime will be recorded in the employee's register and entered into the pay system;
 - e. Payroll tax deposit sheet will be prepared for telephone transfer;
 - f. ACH direct deposit sheets will be prepared for internet bank transfer;
 - g. Payroll checks and accompanying checks will be provided to the Fire Chief for review prior to Commissioners signing;
 - h. Transfer of funds will be determined and processed, with Fire Chiefs confirmation.
 - i. Once all transactions are reviewed, approved and signed, disbursements will be made. The District designee will distribute paychecks.
- K. In addition to the above pay period processes, the following shall be prepared on a monthly basis, no later than the 28th of each month:
 - a. Florida Retirement System (FRS) contribution will be submitted on-line.
 - b. Monthly state supplemental education incentive payment will be included in the payroll to the eligible employees.
- L. The following will be processed on a quarterly basis, by the last day of the month following the end of the quarter in March, June, September and December:
 - a. Federal 941 Payroll tax return prepared and reconciled; reviewed and signed by the Fire Chief or designee.
 - b. Employer's quarterly UCTA-6 report prepared and submitted following review and signature by the Fire Chief or designee.
 - c. Firefighters' supplemental report prepared and submitted to the State Fire Marshal following review and signature by the Fire Chief or designee

- M. The following will be prepared on an annual basis, no later than the 31st of January each year:
- a. Prepare and submit W-2s for all employees and 1099s for all non-employees as required; distribute by January 31st.
 - b. Submit W-2s and W-3s to Social Security Administration.
 - c. Submit 1099 and 1096s to Internal Revenue Service.

Revised 2016-10-20

910 DEPOSITORIES AND DISBURSEMENT OF FUNDS

This policy is designed ensure that all District monies are placed in a Qualified Public Depository as defined by Chapter 280, F.S., unless exempt under the laws of the State of Florida, and to ensure timely deposit of District monies into appropriate accounts.

- A. The depositories of the District shall be designated by the Board of Fire Commissioners by Resolution. Funds shall be placed in a Qualified Public Depository as defined in Chapter 280, F.S., unless exempt under the laws of the State of Florida.
- B. All receipts will be recorded pursuant to District policy.
- C. All receipts will be deposited into the proper account as soon as possible after they are received, but not less than once per week. Any receipt not deposited into the bank upon the day of receipt will be kept in a secured, locked area.

911 FORMULATION OF DISTRICT BUDGET

This policy is designed to assist in the administration of the adopted General Fund and Impact Fee Fund budget as the financial plan of operation and provide guidelines for carrying out the goals and objectives of the District.

Within the budget process, the Board shall:

- A. Conduct one or more Budget Workshops, as deemed necessary.
- B. Post the Tentative Budget on the Website as required.
- C. Conduct a Tentative Budget Hearing.
- D. Conduct a Final Budget Hearing.
 - a. Adopt a millage rate, adopt the budget and make appropriations by resolution.
- E. Post the Final Budget on the Website as required.

The District's budget shall be prepared and adopted in full compliance with the laws of the State of Florida.

- F. All receipts will be recorded pursuant to District policy.
- G. All receipts will be deposited into the proper account as soon as possible after they are received, but not less than once per week. Any receipt not deposited into the bank upon the day of receipt will be kept in a secured, locked area.

Revised 2016-08-18

912 CASH MANAGEMENT

This policy is designed to assist in the provision for deposit of public funds, investment of surplus funds and the establishment of one or more petty cash accounts for regular operations.

- A. District public funds will be deposited in qualified public depositories in accordance with District Policy.
- B. District petty cash for regular operations shall be established in accordance with District Policy.

913 CREDIT CARD

All credit cards in the name of Immokalee Fire Control District will be kept by the Administrative Assistant in a secure, locked location at the District's Administrative Headquarters, except those retained by employees authorized by the Fire Chief. Credit Cards will only be utilized for approved District purchases in accordance with District policy. No personal use of any District credit card is permitted.

IFCD credit cards may be issued in the name of individual Commissioners upon their request as well as in the name of District administrative staff approved by the Fire Chief. Credit cards issued to individual Commissioners and administrative staff will have an individual credit limit of \$1,500. A Credit card issued to the Fire Chief will have a credit limit equal to the maximum dollar amount of a purchase not requiring Board approval as indicated in Policy 902 – Purchasing.

Any individual issued a District credit card shall be required to sign a written agreement acknowledging receipt of a copy of this Policy, receipt of a copy of Florida Statute 112, a statement indicating acknowledgement of the contents of this Policy, and confirming issuance of the card by documentation of the last four (4) digits of the credit card number.

Cards issued to individuals shall be returned immediately upon separation of service to the District, normally within 12-hours of separation. The District may provide a reasonable amount of time for return of an issued card at the District's sole discretion, but not to exceed two (2) working days.

Failure to return an issued card within said time limit, or any purchase(s) made on an issued card after separation from the District, will result in appropriate criminal charges being filed against the individual, with the District submitting an "Intent to Prosecute" affidavit with the State Attorney's Office. The individual shall be personally responsible for any purchase(s) made on the District credit card after separation from the District, the total amounts of which shall be deducted from the individual's final paycheck, or in the case of non-paid members, Commissioners, or members with insufficient funds in their final paycheck to cover the cost of those purchase(s), subject to full reimbursement to the District within a reasonable amount of time as determined by the District. The District retains the right to place a lien on any real or tangible property of the individual for any funds due the District from the use of a District credit card.

Hotel reservations may be made with the District's credit card. The actual hotel charges for accommodations may be paid with the card.

Per Diem and travel expenses shall be in accordance with Florida Statute 112.

All District credit cards will be signed out by the individual requesting their use. A signed Purchase Request, Purchase Order or Permission to travel (for gas card use), must accompany any request for a District credit card for a card not issued in the name of the individual.

All credit cards signed out will be returned along with the receipt for the purchase, to the Administrative Assistant immediately upon completion of purchase or return to District. If receipts are not returned within 10 days, the employee will be responsible for the receipt amounts not accounted for by deduction from his or her paycheck, or in the case of a non-paid member or Commissioner, by reimbursement in the form of personal check or money order made out to Immokalee Fire Control District.

All District credit cards are for District use only. No charges for spouses, children, any person other than District personnel, entertainment, alcohol, withdrawals or other personal use of the credit cards will be authorized.

All District credit cards remain the property of Immokalee Fire Control District and are non-transferable.

The Administrative Assistant or designee will match all Travel Forms, Purchase Requests, Purchase Orders, and accompanying receipts to the credit card statements, which will be reviewed and initialed by the Fire Chief or designee, as well as reviewed by the two Commissioners signing the checks as payment of said credit card statements.

Revised 8/20/2015

914 FRAUD RISK MANAGEMENT

The Immokalee Fire Control District takes the effective prevention and detection of fraudulent activity extremely seriously. Based on the recommendation of the financial auditor and Fire Chief, the Immokalee Fire Control District has adopted the Fraud Risk Management Policy which is applicable to all employees with immediate effect.

Fraud is defined as any intentional act committed to secure unlawful or unfair gain, whether in cash or in kind. Fraud can occur internally or externally – by employees or third parties – and can be perpetrated individually or in collusion with others.

Policy Objective

This policy aims to protect the reputation and assets of the Immokalee Fire Control District from loss or damage resulting from suspected or confirmed incidents of fraud and/or misconduct. The policy will provide guidance to all employees, including third parties, on reporting any suspicious activity and handling critical information and evidence.

The Fraud Risk Management Policy will help to strengthen the existing anti-fraud controls by raising the awareness, promoting an open and transparent communication culture, promoting zero tolerance to fraud and/or misconduct, encouraging all employees to report suspicious cases of fraud and/or misconduct, and spreading awareness amongst employees on risks faced by the Immokalee Fire Control District.

The Fire Chief, Administrative Assistant, and Fire District's General Legal Counsel, are appointed to serve as the District's Fraud Risk Management Committee, which will be responsible for investigating all complaints of dishonest behavior, fraud or misconduct, and taking suitable actions as per the District's disciplinary procedures.

Types of Fraud

Fraud may involve:

1. Misappropriation of funds.
2. Willful destruction or loss of assets.
3. Unauthorized personal use of District assets.
4. Bribery.
5. Corruption.
6. Inappropriate relationships with third parties thereby causing conflict of interest.
7. Manipulation, falsification or alteration of District documents.
8. Suppression or omission of the effects of transactions from records.
9. Deliberate misapplication of accounting or other regulations or policies.
10. Disclosing confidential information to third parties without authority.

Role of Fraud Risk Management Committee (FRMC)

The FRMC will implement the policy and shall be responsible for reviewing and taking appropriate actions on all reported cases of suspected fraud/misconduct. The Fire Chief will act as the Chairman of the Committee. FRMC is also authorized to call such other employees and representatives of third parties to appear before it as may be required. The FRMC will work to achieve the following:

1. Record all complaints received from employees and third parties on suspected incidents of fraud/misconduct.
2. Conduct reviews, inspections and investigations to identify the facts/details about the reported incident and identify the perpetrator.
3. Take appropriate disciplinary actions against the perpetrator.
4. Take necessary steps to recover losses and misappropriated assets.
5. Report to the Board of Fire Commissioners periodically.

Escalation protocols

The Immokalee Fire Control District encourages open and honest communication, and believes in a strong speak-up culture. Any person with knowledge of suspected or confirmed incidents of fraud and/or misconduct, or who is personally being placed in a position by another person to participate in a fraudulent activity, must report the case immediately. The Immokalee Fire Control District encourages the use of the following mechanisms for effective and efficient handling of reported incidents:

1. Email: panderson@immfire.com or acarver@immfire.com.
2. Written communication to members of FRMC via letters.

The FRMC will ensure the confidentiality of and complainant's identity, and no person will experience discrimination or unfair treatment as a result of a genuinely-held concern, even if the concern proves to be mistaken. Anonymity of the person is absolutely guaranteed unless the complaint is malicious.

All employees will be responsible for reporting suspected or confirmed cases of fraud and/or misconduct and extend full cooperation during internal checks, reviews or investigations to safeguard Springfield's reputation and assets. Employees will:

1. Adhere and comply with the Immokalee Fire Control District's policies and procedures
2. Act with highest standards of ethics and integrity
3. Avoid accepting gifts, hospitality, or benefits that compromise integrity and standards of business conduct.

Employees in managerial positions will be responsible for ensuring existence of robust controls in their area of operations and spreading awareness amongst team members. Maintaining good employee morale at all times is the key to reducing the likelihood of an employee causing harm to the Immokalee Fire Control District.

Disciplinary Action

The FRMC, in consultation with the Immokalee Fire Control District's legal counsel, will determine the disciplinary action to be taken against the perpetrator in the event of a confirmed incident of fraud and/or misconduct. Disciplinary action may involve suspension or termination of employment, penalty, criminal or civil action, etc.

Awareness

Employee awareness with respect to fraud and/or misconduct reporting duties and escalation protocols is critical for ensuring an anti-fraud environment in the Immokalee Fire Control District. All employees in a managerial position will be responsible for educating their team members on the importance of complying with District's policies and procedures and identifying/reporting suspicious activity.

FRMC will provide oversight in spreading awareness and ensuring adequate steps have been taken to increase awareness amongst employees.

Review of the Policy

The policy will be reviewed and revised (if deemed appropriate) by the FRMC on an annual basis.

Effective Date

June 20, 2013