

# Bainbridge Island Fire Department Non-Represented Employee Handbook

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### I.INTRODUCTION:

### **Mission Statement**

"Safeguarding lives, property, and the environment through prevention, education, and emergency response."

### Core Values:

- Compassion: We care for each other and those we serve with respect and empathy, remaining humble and courteous.
- Trust: We continually strive to earn and maintain the public's trust by using our best judgement and upholding a character of honest and ethical conduct in every situation we encounter.
- Stewardship: We are dedicated to being accountable stewards of the resources entrusted to us, taking deliberate action to establish and maintain our readiness to serve the public.
- Innovation: We embrace change and empower our members to be innovative, adaptive, and forward-thinking, seeking ways to improve themselves, the Department, and the community.
- Courage: We exercise the moral and mental strength to do what is right, with fortitude and determination, even when faced with adversity.

# **Welcome Statement and Department History**

On behalf of the men and women of the Bainbridge Island Fire Department, I would like to welcome you as a member of our outstanding fire department. The Bainbridge Island Fire Department's core mission is to serve our community by providing emergency services, fire prevention and education for those who live, work and visit Bainbridge Island.

The Bainbridge Island Fire Department has been serving the Bainbridge Island community for over 80 years. The Department was originally a volunteer fire department that has now evolved into a combination department. Approximately 70 members currently staff the Department utilizing three fire stations strategically located across the island. The Department responds to approximately 2,800 calls a year for emergency services. The governance of the Department is overseen by a five-member Board of Fire Commissioners, who are elected by the voters.

As an employee, it is important that you understand the Department's mission and values. Our website contains our Department's <u>Strategic Plan</u> which will provide you with a great foundation regarding the vision of our Department.

This handbook is intended to provide you with important information concerning your employment with the Bainbridge Island Fire Department. Please review the information thoroughly and feel free to ask any questions. Your understanding and compliance with the items identified in the <a href="Employee Handbook"><u>Employee Handbook</u></a> and with other Department policies will enable you to have a clear direction of the Department's expectations and the benefits available to you.

In closing, you have a unique opportunity to be a member of an outstanding fire department that is committed to serving our community in a professional and compassionate manner. Congratulations and welcome to our team!

Hank Teran, Fire Chief

# Scope

This employee handbook and the provisions detailed within apply to the following non-represented positions:

Deputy Chief
Finance Manager
Finance Administrator
Volunteer Program Coordinator

### **About this Handbook**

Please view this Employee Handbook as a guide to the Bainbridge Island Fire Department ("BIFD") and our expectations of you as an employee. This Handbook contains general statements of our current policies and benefits, not any specific promise directed at any particular employee. We may change these policies and benefits as our business needs change. We may make exceptions if we think there is a need for one. This Handbook is best understood as providing general guideline information that hopefully will be of use to you. It is not intended to create a contract, nor does any policy modify the at-will nature of the employment relationship between us.

Once again, thank you for joining the Bainbridge Island Fire Department and welcome to the Department!

### II. EMPLOYMENT POLICIES AND PRACTICES:

# **At-Will employment**

Employment here is "at-will." This means that both we and you have the right to end the employment relationship at any time for any reason or no reason at all. No one in the Department other than the Fire Chief has the authority to change the at-will nature of your employment.

### **Equal Employment Opportunity**

Each employee has the right to work in an environment free from all forms of unlawful discrimination and harassment. We are committed to a policy of equal employment opportunity. This means that the Department will not tolerate discrimination or harassment on the basis of race, age, religion, color, creed, sex, sexual orientation, gender expression or identity, national origin, physical, sensory or mental disability, marital, military or veteran status, ancestry, your or your family's genetic information, political ideology, or status in any other legally protected group. The Department expects each employee to embrace and apply these principles of equal treatment to each other and to those we serve.

This policy applies to all personnel actions, including recruitment, hiring, training, transfer, promotion and demotion, compensation and benefits, evaluation, discipline, and termination.

This policy reflects our belief in the worth of each individual. We believe that providing equal opportunities for all employees is both a moral responsibility and good business practice.

You should contact the Fire Chief if you have any questions or concerns regarding equal employment opportunity at the Department. If you believe that you have been subjected to discrimination or harassment in violation of this policy, or if you observe that another employee has been subjected to such discrimination or harassment, you MUST report the matter immediately. Your concerns will be given prompt attention. Employees can raise concerns and make reports in good faith without fear of reprisal. Any employee found to have engaged in conduct that violates this policy will be subject to disciplinary action up to, and including, termination of employment.

### III. PAID TIME OFF:

### **Vacation Leave**

Vacation leave is available to full-time and part-time employees to provide opportunities for rest, relaxation, and personal pursuits. Full-time employees who were hired by BIFD prior to 2013 are currently entitled to 180 hours of vacation with pay per year. For part-time employees hired by BIFD prior to 2013, this amount is prorated in accordance with percentage of full-time equivalency hours. For example, an employee who works 20 hours per week is entitled to 90 hours of vacation with pay per year.

For full-time employees hired after January 1, 2013, graduated levels of vacation leave are currently provided based on the years of service with BIFD. They are detailed below:

Years of Service	Hours accrued per Month	Weeks accrued per Year
0 – 2 years	6.67 hours	2 weeks
2 – 6 years	10 hours	3 weeks
6 – 10 years	13.33 hours	4 weeks
10+ years	16.67 hours	5 weeks

For part-time employees hired after January 1, 2013, the accrued vacation hours are prorated in accordance with the percentage of full-time equivalency hours.

Annual vacation hours will accrue in 12 equal amounts on a monthly basis. Vacation leave may be used as it is accrued. Vacation pay is the same as the employee's regular rate of pay and is subject to the same withholdings. A maximum of one year of accrued vacation leave may be carried over from one year to the next. Unused hours accrued in excess of the maximum carryover will be forfeited at the end of the year.

Employees must submit requests to use vacation time to their supervisor at least ten (10) days in advance of the intended start date of the vacation. The Department may grant an exception in appropriate situations. Employees generally may not schedule more than two weeks consecutively without prior approval. Vacation requests generally will be considered on a first-come, first-served basis, although vacation requests at popular times of the year may be granted on a rotational basis. The Department reserves the right to adjust vacation schedules to meet its operational needs.

# Holidays

The following holidays are currently recognized by BIFD as holidays with pay for all part-time and full-time employees:

New Year's Day
Martin Luther King Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day

Veterans Day Thanksgiving Day Day after Thanksgiving Christmas Day One Floating Holiday

When authorized holidays fall on a Saturday, they will be observed on the preceding Friday. When authorized holidays fall on a Sunday, they will be observed on the following Monday.

Part-time employees are eligible to receive pay for holidays on a prorated basis, based on the number of hours that they work on average.

### Sick Leave

BIFD currently provides sick leave for eligible employees when they are away from work due to their illness or to care for an ill family member. Employees are eligible for sick leave as it is earned. Sick leave pay is the same as the employee's regular rate of pay and is subject to the same withholdings.

Full-time employees currently accrue 10 hours of sick leave per month. Part-time employees accrue sick leave prorated in accordance with percentage of full-time equivalency hours. There shall be a maximum limit of 1,000 hours of Sick Leave allowed to be carried over from year to year. Any hours above 1,000 on December 31, will be paid out to the employee's HRA-VEBA account in January of the following year. Sick leave hours paid out annually will reduce the employee's existing 100% payout bank first until the bank is exhausted. Upon retirement or separation from service, an eligible employee's sick leave bank shall be converted per hour at the employee's hourly wage at 100% for hours accrued prior to January 1, 2023 and at 50% of accrued hours after January 1, 2023 and be deposited into the employee's HRA-VEBA account provided the employee has given at least 14 days' notice of their departure from the Department.

The employee will notify the Department office at the earliest possible time if they are requesting sick leave for a foreseeable purpose, such as planned medical treatment. If an employee is unable to work due to an unforeseen illness, injury or other emergency circumstance the employee must notify their immediate supervisor as soon as possible after the onset of the illness, and certainly by the time the employee was to report to work absent unusual circumstances. Failure to notify the office may result in denial of sick leave pay. Employees requiring sick leave while at work will coordinate with their supervisor prior to departing for the day.

For any employee that is out on sick leave longer than two consecutive days, he/she may be required to return to work with a doctor's certification.

### **Bereavement Leave**

When a death occurs in an employee's immediate family, full-time employees may take up to 3 days of paid time off. The time off rate is prorated for part-time employees. Immediate family members are defined as an employee's spouse, registered domestic partner, parent, stepparent, sibling, child, stepchild, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. For bereavement circumstances that fall outside of the immediate family members listed above, the Fire Chief can provide discretionary leave on a case by case basis.

BIFD understands the deep impact that a death can have on an individual or a family; therefore, additional vacation leave may be granted (beyond the 3 days provided with Bereavement Leave) on a case by case basis by the Fire Chief.

# Witness/Jury Leave

In the event that a BIFD employee must serve on jury duty or testify during a department-related court proceeding, BIFD will provide paid jury duty leave or paid witness leave. Employees will be paid their normal rate of pay while on jury duty or during witness duty. Employees are expected to sign over any compensation from the court system to BIFD to offset the compensation that BIFD is providing to the employee on those days of witness/jury service, less any payment for mileage.

If an employee reports for jury/witness duty during a scheduled work day and is dismissed, he/she is expected to report for work at BIFD for the remainder of each day on which this occurs.

# Military Leave

The Department agrees to provide military leave in compliance with all applicable state and federal laws, including but not limited to USERRA and RCW 38.40.060. The Department also agrees that RCW 38.40.060 requires the Department to provide members with twenty-one (21) shifts of paid military leave between October 1<sup>st</sup> and September 30<sup>th</sup> of the following year, regardless of the length of those shifts.

### IV. INSURANCE:

This section of the Handbook generally describes the insurance benefits that the Department currently provides to employees. This description of benefits is not a promise that specific benefits will be provided in the future. The Department may change these benefits at any time as our business needs change.

### **Medical Coverage**

All BIFD employees who regularly work 20 or more hours a week and their enrolled family members are currently covered under BIFD's Premera Blue Cross policy. Under this plan, BIFD currently pays 100% of the premium for full-time employees who enroll in the subscriber — only account. For full-time employees who opt for the subscriber and spouse, subscriber and children, or family plans, BIFD currently covers 95% of the dependent premium, with the employee expected to pay the remaining 5% of the dependent premium.

BIFD currently pays 100% of the premium for part-time employees who enroll in the subscriber – only account. For part-time employees who select the subscriber and spouse, subscriber and children, or family plans, BIFD covers the percentage of the dependent premium based on the percentage of full-time hours worked. For example, for an employee who works 20 hours per week on average, BIFD will pay 50% of the dependent premium, with the employee expected to pay the remaining 50% of the premium.

Coverage from this plan begins upon the date of hire. For more information about this plan, please refer to the Premera "Your Choice" booklet provided at the time of hire.

An employee may elect to opt out of medical insurance coverage provided by the Department for the employee's spouse and/or dependents, if the employee provides credible evidence during the open enrollment period that he/she has qualifying–medical insurance coverage from another source. In such event, the employee shall be entitled to receive 50% of the total premiums, FSA, and HRA-VEBA contributions that would have been paid by the Department for the employee's spouse and/or dependents, contributed to their HRA-VEBA account.

# **Dental Coverage**

All BIFD employees and their enrolled family members are currently covered under the Delta Dental PPO policy. Under this plan, BIFD currently pays 100% of the premium for full-time employees who enroll in the subscriber – only account, subscriber with one dependent account, or subscriber with two or more dependents account.

BIFD currently pays 100% of the premium for part-time employees who enroll in the subscriber – only account. For part-time employees who select the subscriber with one dependent account or subscriber with two or more dependents account, BIFD currently covers the percentage of the dependent premium based on the percentage of full-time hours worked. For example, for an employee who works 20 hours per week on average, BIFD will pay 50% of the dependent premium, with the employee expected to pay the remaining 50% of the premium.

For more information about this plan, please refer to the Delta Dental PPO Benefits Booklet provided at the time of hire.

# **Health Reimbursement Arrangement (HRA)**

Health Reimbursement Arrangement (HRA) is an IRS approved, employer-funded, tax-advantaged employer health benefit plan (not health insurance) that reimburses full-time employees for out-of-pocket medical expenses and individual health insurance premiums. For part-time employees, this amount is prorated in accordance with percentage of full-time equivalency hours. An HRA allows the employer to make contributions to an employee's account and provide reimbursement for eligible expenses. It is an excellent way to supplement health insurance benefits and allow employees to pay for a wide range of medical expenses that may not covered by insurance.

BIFD currently provides HRAs through HRA VEBA Trust to employees based on family size. Common expenses that the HRA can cover include copays, deductibles, prescription drugs, etc. This account is funded exclusively with contributions from BIFD. Furthermore, contributions, investment earnings, and withdrawals (claims) are tax-free. Please contact the Finance Office for specific information regarding the amounts funded.

# Flexible Spending Account (FSA)

An FSA allows an employee to set aside a portion of earnings to pay for qualified expenses such as medical expenses, dependent care, or other expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, potentially resulting in substantial payroll tax savings. BIFD also currently funds a portion of the FSA. For part-time employees, this amount is prorated in accordance with percentage of full-time equivalency hours. Please contact the Finance Office for specific information regarding the amounts funded.

Contributions to the FSA offered through REHN are appointed during open enrollment at BIFD. With this plan, any remaining balance at year-end will be forfeited back to the department.

# Short Term & Long Term Disability

Short–term and long–term disability benefits are underwritten for BIFD by The Standard. With short-term disability, employees are currently paid 66 2/3% of their salary, up to \$2,000 per week for 15 – 90 days of a disability. (For the initial 14 days, employees must use other leave benefit options for coverage.) If the disability continues beyond the initial 90 day period, employees can use long-term disability. Here, disability coverage can continue until age 65. With long-term disability, employees are currently paid 66 2/3% of their salary, up to \$7,500 per month.

### **AD&D/Group Term Life Insurance**

BIFD currently provides Accidental Death & Dismemberment (AD&D) and Group Term Life to employees through Provident. This coverage starts at the beginning of each employee's employment. With these benefits, BIFD currently pays 100% of the costs. Employees are eligible for AD&D and Group Term Life if they die during their tenure with BIFD. A portion of this benefit may be paid out for certain dismemberments that occur as a result of an accident. Group Term Life Insurance provides benefactors with \$50,000 in case of the employee's death. In terms of AD&D, benefactors are paid \$110,000. For more information on these benefits, please contact the Finance Office.

# **Supplemental Insurance**

BIFD currently offers voluntary medical coverage insurance through Aflac. With the program, Aflac pays employees cash benefits directly (unless assigned) if they or a family member are sick or injured. This can be used to cover areas that the medical insurance may not cover, such as out-of-pocket medical costs and everyday living expenses. For employees who elect to participate in this supplemental insurance, BIFD will direct them to the designated Aflac agent, who can then enroll them in the program. BIFD will manage the employee's payroll deductions to cover the premium payments.

### V. RETIREMENT:

# **Public Employee Retirement System (PERS)**

Non-suppression qualified positions, participate in the Washington State Public Employee Retirement System (PERS). At the time of hire, the employee may choose between the PERS 2

and PERS 3 plans. PERS 2 requires an employee and employer contribution at a fixed percentage set by the Legislature. PERS 3 allows for choice of percentage of employee contribution with a fixed employer contribution. Please contact the Finance Office for specific information regarding benefits provided through this program.

### LEOFF 2

Suppression qualified positions participate in the Washington State LEOFF 2 retirement system. This plan requires an employee and employer contribution at a fixed percentage set by the Legislature. Please contact the Finance Office for specific information regarding benefits provided through this program.

# **Deferred Compensation**

The 457 Deferred Compensation Plan is designed to supplement the employees' retirement income. Employees can contribute up to the maximum allowed by IRS rules annually to their deferred compensation account. Moreover, BIFD matches 100% of employee contributions up to 5% of the employee's annual salary.

Contributions and all associated earnings are not subject to tax until they are withdrawn. BIFD offers this benefit through ICMA. Employees may enroll in this benefit at any time during their tenure and can make contribution adjustments at any time. Further information about this benefit is provided to the employee when first employed.

At the request of the employee, the Department will establish a 401(a) account that the employee may choose to use for the Department's matching contribution as detailed above. This will allow for full funding of the employee's 457 Deferred Compensation account by the employee if the employee so chooses.

# VI. COMPENSATION:

# **Base Compensation**

Each employee's base employment compensation reflects the salary structure for the position that the employee currently holds. Employees who work fewer than 40 hours per week are paid on a prorated basis, based on the number of hours worked on average. Compensation is payable in twelve monthly installments, provided on the final day of each month for which the compensation is earned.

# Cost of Living Adjustment (COLA)

Employees are currently provided with annual cost of living adjustments (COLA) to their base compensation. COLA is based on 100% of the first-half to first-half Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue metropolitan area, using the latest index base published by the Department of Labor. COLA adjustments will not be less than 0% and not more than 4%. For more information on this adjustment, please contact the Finance Office. Increases are effective as of January 1 for the following year.

# **Longevity Adjustment**

In recognition of employees who devote many years of service to BIFD, BIFD currently offers a longevity adjustment. Longevity adjustments are added to base compensation and earned after the completion of years worked per the following schedule:

- 5 years 2%
- 10 years 2%
- 15 years 2%
- 20 years 2%

These increases are subject to change at any time. Increases are effective on the employee's employment anniversary date.

### VII. SEPARATION FROM EMPLOYMENT:

Employment is at-will, meaning either the employee or BIFD can end the employment relationship at any time. Unless you have violated Department policy, we generally will try to give you 30 days' notice (or 30 days' pay in lieu of notice) if we decide to end the employment relationship. We ask you to give us at least 14 days' notice if you decide to separate from the Department. An employee who voluntary separates without giving us 14 days' notice may forfeit any sick leave balance payout as noted on page 4 of this Handbook.

An employee's final paycheck will be issued on the regular payday for the last pay period in which the employee worked, except as otherwise provided by law. This paycheck will include the employee's current monthly salary prorated to the date of termination, reimbursement of authorized, unpaid out-of-pocket expenses, and, if the employee is eligible, it will also include payment for accrued but unused vacation.

### **Standards of Conduct**

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. While your employment is based on mutual consent and may be terminated by either party, with or without cause, the activities listed below are particular actions that will likely result in discipline, up to and including termination:

- Intentional or repeated failure to comply with legal requirements or with the Department's policies and procedures;
- Commission of any act of fraud, dishonesty, misappropriation of funds, embezzlement, breach of confidence, immoral conduct, or other misconduct in the rendering of services on behalf of the Department;
- Current use of illegal drugs, substance abuse, or being under the influence of alcohol while on duty:
- Repeated discourteous treatment of employees, subordinates, volunteers or the public; or

• Failure or refusal to faithfully, diligently and effectively perform any of the provisions of this Handbook or other policies of the Department, including those referenced below.

# VIII. POLICIES & PROCEDURES:

Please refer to the following Policies and Procedures for specific employment practices by the Bainbridge Island Fire Department:

#100 Introduction to Policies & Procedures #101 Authority #110 Mission Statement #120 Organizational Structure #130 Purchasing Policy #132 Department Records #133 Personnel Records #134 Correspondence #136 Use of Department Technology \$137 Social Media & Photography #138 Credit Card Policy #140 Department Business Travel #144 Member Suggestions #160 Donations #200 Human Resources Policies and Procedures #202 Conduct #204 Substance Abuse #206 Whistleblowing #208 Discrimination and Harassment #210 Violence Free Workplace

#219 Grievance Procedures for Non-Represented Members

#214 Leaves #218 Discipline