LEHIGH ACRES FIRE CONTROL DISTRICT

NON-BARGAINING UNIT
EMPLOYEE HANDBOOK

Effective: February 1, 2016
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I. INTRODUCTION

Welcome to the Lehigh Acres Fire Control District (hereinafter "The District"). As a taxpayer funded special district and as custodians entrusted to operate with the people’s money, the District expects each employee to provide the community with outstanding, quality service respectful of the fact that we are the servants of the community.

The District has prepared this Employee Handbook to help answer some of the questions you may have concerning the District and its policies. Please read it thoroughly and retain it for future reference.

The policies stated in this Handbook are subject to change at the sole discretion of the District. From time to time you may receive updated information concerning changes in policy. Should you have any questions regarding any policies, please ask the Fire Chief ("Chief") for assistance.

For purposes of this Handbook, any reference to "Chief" also includes the Chief’s designee, if any. Any reference to "Chief" also includes "the District" and vice versa, unless where otherwise noted herein.

All District rules, regulations, standard operating guidelines ("SOGs"), policies or other directives previously issued that are inconsistent or contrary to those contained in this Handbook (Effective subsequent to Board approval) are hereby fully and completely superseded. Otherwise, those SOGs, policies, procedures, rules or regulations previously implemented that are interpreted by the Chief as being consistent with the terms of this Handbook, shall remain in effect. The policies contained in this Handbook apply to non-bargaining unit employees only.

Please note that this Handbook is not a contract guaranteeing employment for any specific duration. No employee of Lehigh Acres Fire Control District, other than the Chief, with the approval of the Board of Fire Commissioners, has the authority to enter into an enforceable contractual agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Further, any contractual employment agreement entered into by the Chief shall not be enforceable unless it is in writing.

The District wishes you good luck and success in your position and hopes that your employment relationship with Lehigh Acres Fire Control District will be a mutually rewarding experience which leads to quality service for the public at large.
II. EMPLOYMENT STATUS AND CLASSIFICATION POLICIES

2.1 AT-WILL EMPLOYMENT STATUS

The employment relationship between the District's non-bargaining unit employees and the District is an at-will relationship, meaning that the employees serve at the will and pleasure of the District. This at-will employment relationship may be severed by either the employee or the District with or without cause for any lawful reason at any time subject to the notice provisions. In the event of an involuntary separation, the employees may be eligible for severance pay subject to the terms outlined in section 7.2 herein.

2.2 PROBATIONARY PERIOD (NEW HIRES AND INCUMBENTS)

Employees who are newly hired from outside the District are required to complete a one (1) year probationary period in the new position. The one (1) year probationary period may be extended at management's discretion for a period not to exceed six (6) months.

During the new hire probationary period, management shall make reasonable efforts to provide appropriate instruction and training for the employee to succeed in the new position. In the event the employee's performance and/ or conduct during a probationary period does not meet management's expectations, and it is determined by management in its sole discretion not to retain the employee in the new position, the District will evaluate and determine whether or not there is another suitable position in which to offer and place the employee. In these circumstances, the employee is not guaranteed another position.

Incumbent employees who are promoted or transferred are required to complete a six (6) month probationary period in the new position. The six (6) month probationary period may be extended at management's discretion for a period not to exceed three (3) months. During this probationary period for employees, management shall make reasonable efforts to provide appropriate instruction and training for the employee to succeed in the new position. In the event the employee's performance and/ or conduct during a probationary period does not meet management's expectations, and it is determined by management in its sole discretion not to retain the employee in the new position, the employee shall be returned to his/her previous rank and classification without any loss of seniority, so long as there is an open position in that previous classification. Upon return to his/her previous position, the employee shall be paid at his/her former pay rate or the current pay rate in effect for that job classification.

In the event there is no open position in the previous classification, the District will evaluate and determine whether or not there is another suitable position in which to offer and place the employee. In these circumstances, the employee is not guaranteed another position. However, the District will make good faith efforts to offer the employee an available open position for which the employee is qualified.
2.3 EMPLOYEE CLASSIFICATION

For the purposes of benefits administration, the District classifies its non-bargaining unit employees as follows:

**Regular Full-Time Employees**

These are employees who have successfully completed the District's probationary period and who are hired to regularly work the District's normal, full-time work week, which is 40 hours, and any additional hours that may be necessary in the performance of their jobs. These employees are eligible for all benefits subject to any insurance or benefit provider requirements.

**Regular Part-Time Employees**

These are employees who have successfully completed the District's probationary period and who are hired to regularly work less than the District's normal, regular, full-time schedule, as authorized by the Board. Eligibility for benefits will be determined at the Board's discretion.

**Temporary Employees**

These are employees who may be employed for a specific project or for a limited period of time, and whose employment will normally terminate no later than the completion of that project or period of time. These employees are not eligible for benefits.

2.4 VETERANS' PREFERENCE POLICY

With respect to the applicable terms, conditions and privileges of employment, the District will comply with the requirements of the applicable Florida veterans' preference law.

2.5 FILLING A VACANCY POLICY

Hiring or promotions into District positions shall be based upon the knowledge, skills, abilities, experience, and qualifications of the applicant(s) or candidate(s). In circumstances where more than one applicant or candidate for a vacant position is deemed reasonably equal in qualifications by the Chief, then the Chief reserves the right in his discretion to utilize seniority within the District as a tie-breaking factor at the Chief's discretion.

2.6 SENIORITY POLICY

"District seniority" is defined as the length of time an employee has been continuously employed in any capacity in the District.
"Classification seniority" shall be defined as the length of time an employee has worked continuously in a specific job classification within a department in the District.

Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor or where specifically designated for the determination of relative standing between employees.

An employee's seniority standing shall be lost whenever he or she: Resigns or retires; is involuntarily terminated; fails to report to work after layoff within ten (10) calendar days after the date of delivery of recall Notice to Return to Work is first attempted by certified mail, return receipt requested; fails to report for work on the next regular scheduled working day following the end of a Leave of Absence unless otherwise approved by the Employer; gives a false reason for obtaining a Leave of Absence; is laid off for more than twelve (12) months or is otherwise absent from work for any reason for a period of twelve (12) months except as provided in this Agreement; accepts full-time employment not held prior to commencement of the Leave of Absence during the time that he/she is on such approved Leave of Absence.
III.  EQUAL EMPLOYMENT OPPORTUNITY POLICIES

3.1  STATEMENT ON EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Fire District to grant equal employment opportunity to all qualified persons in accordance with all applicable federal, state and any local laws governing nondiscrimination in hiring, discipline, termination, promotion, compensation, allocation of benefits and all other terms and conditions of employment. If you believe you have been discriminated against during your employment with the District, you are encouraged to follow the complaint procedure below in Section 3.2.

3.2  ANTI-DISCRIMINATION, ANTI-RETAIATION AND ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

Refer to SOP 100.07: Discriminatory Workplace Harassment Policy and Compliance Procedure.
IV. WORK SCHEDULE AND PAY POLICIES

4.1 WORK HOURS, WORK SCHEDULES AND BREAKS POLICY

The normal work week for full-time regular employees is 40 hours per work week to include lunch.

The normal work week for any authorized regular, part-time employees is less than 40 hours per work week.

At the Chief's discretion and based on operational needs, the District may afford flexible or alternative work scheduling options to employees. Interested employees should meet with the Chief to determine if a mutually acceptable option is available.

4.2 OVERTIME

Overtime may be necessary based on the District's operating needs. When possible, advance notification of overtime assignments will be provided. Any employee working overtime must be authorized to do so by the immediate supervisor.

Non-exempt employees will be paid 1 ½ times their regular hourly rate for all hours worked in excess of forty (40) hours in a single work week. Alternatively, non-exempt employees, at their choice, may be afforded compensatory time off equivalent to 1 ½ times the overtime hours worked up to the maximum number of forty (40) hours. Such accrued comp time hours must be utilized within the calendar year it was earned. Exempt employees are not eligible for overtime pay unless a disaster has been declared. Exempt employees are eligible for comp time (hour-for-hour) for hours worked at the Chief’s discretion.

4.3 TIMEKEEPING

Time worked for all non-exempt employees, must be accurately recorded to reflect the starting and ending times for each work day. The beginning and ending time of any period during which they are not working or stop working, including all vacations or other leave, must also be recorded. Also, any variations to the work schedule (e.g. change in starting or ending times) must be recorded. The District reserves the right to require exempt employees to similarly document time worked.

If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

Altering, falsifying or tampering with time records, or recording time on another employee's time record will subject an employee to disciplinary action, including but not limited to termination.
4.4 PAY DEDUCTIONS AND ADMINISTRATIVE CORRECTIONS

The law requires that the District make certain deductions from employee wages. Among these are applicable federal income taxes. The District also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." The District matches the amount of Social Security taxes paid by each employee.

The District may also offer programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

It is the employee's responsibility to review the deduction amounts immediately upon receipt of his or her paychecks. If you have questions concerning why deductions were made from your pay check or how your wages were calculated, or if you think an error in calculating your wages or in deductions from your wages was made, please immediately contact the Administrative Assistant. You must raise any such issue immediately after you are aware of it.

In the event an employee is receiving any benefits for which a deduction is supposed to be made, but no such deduction is being made, the employee must immediately notify the supervisor and the Administrative Assistant of the issue.

4.5 PAYDAY POLICY

All non-bargaining unit employees of the District are normally paid on a bi-weekly basis, on Thursdays. If a scheduled payday falls on a District observed holiday, you will usually be paid on the day preceding the holiday. The District will not pre-authorize or advance payroll to an employee.

4.6 STATEMENT ON SALARY ADMINISTRATION

To maintain a competitive workforce while also stewarding through taxpayer funded budgets, the District's policy is to review compensation issues on an annual basis and may consider adjustments to compensation, subject to the Board's discretion and approval.

4.7 LONGEVITY BONUS POLICY

A longevity bonus will be paid to an employee based upon the employee's continuous (unbroken) employment with the District for terms of five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25) years as follows:
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<tr>
<th>Anniversary Annual</th>
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<td>5th</td>
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<td>25th</td>
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The longevity bonus will be paid on or after the anniversary date reflected in this policy. The longevity bonus will not be considered part of, or added to, the employee's base salary or wages.

### 4.8 DIRECT DEPOSIT POLICY

The District has established a program for the electronic deposit of up to one hundred percent (100%) of an employee's paycheck into a specified account of the employee's choice, and at a financial institution of the employee's choice, provided that such electronic deposit is technically feasible with the financial institution subject to the computer software and hardware limitations of the District.

It is your responsibility to establish accounts and provide the District with the necessary written authorization to make deposits on your behalf. The District must be notified of changes to deduction amounts by written confirmation. The change will usually take effect with the next pay period following receipt of the request.
V. WORKPLACE POLICIES

5.1 STATEMENT ON DRUG AND ALCOHOL-FREE WORKPLACE

The District is a drug and alcohol free workplace. The District is committed to providing a safe, efficient and productive work environment and the highest quality service to the public. The District wishes to ensure that employees perform their duties in a manner that protects the interests of all persons in the workplace and the public we serve.

Refer to SOG 100.13: Drug and Alcohol Free Workplace.

5.2 HIRING OF RELATIVES (ANTI-NEPOTISM)

The employment of relatives in the same department or office of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of persons currently employed by the District or relatives of any Board member may be hired only if they will not be working directly for or supervising a relative, or will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher or lower in the organization, including the Chief and the Board, who has the authority to review employment decisions. The District employees cannot be hired, promoted, demoted, or transferred into such a reporting relationship. If the relative relationship is established after employment, the Chief will decide who is to be transferred or separated from employment.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment at the Chief's discretion. Furthermore, failure of either of the relatives to disclose to the District their relationship at the time of an employment decision may subject either or both of the relatives to disciplinary action, up to and including termination.

5.3 CONFLICTS OF INTEREST

Employees have an obligation to provide services to the public and to conduct business within guidelines that prohibit actual or potential conflicts of interest. Employees must notify the District of any potential or existing relationships or interests that may pose a conflict of interest with the District's interests. Failure to do so may subject the employee to disciplinary action, up to and including termination.

Employees are prohibited from accepting gifts or services (e.g., cash, clothing, etc.), from non-employees that have a value of $25 or more.
5.4 OUTSIDE EMPLOYMENT/BUSINESS INTERESTS

An employee may, under most circumstances, hold a job with another organization or maintain business interests as long as he or she satisfactorily performs his or her job responsibilities with the District. All employees will be judged by the same performance standards and will be subject to the District's scheduling demands, regardless of any existing outside work requirements or business obligations.

If the District determines that an employee’s outside work or business interests adversely interferes with performance, quality service to the public, or the ability to meet the requirements of the job, including attendance at District meetings, the employee may be asked to terminate the outside employment or business interests if he or she wishes to remain with the District.

Employees who hold outside jobs or have outside business interests must notify the District and must disclose the identity of the employer, organization or type of business interests held, and any other information requested by the District to determine whether a conflict of interest exists. Failure to do so may subject the employee to disciplinary action, up to and including termination.

5.5 NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION

The District is actively committed to maintaining confidentiality to the extent allowed by law and the Florida Public Records Act. The Act provides for public access to almost all information contained in District files, except for District information that is protected under either Federal or State laws. One exception to these laws is a statute that prohibits the public disclosure of the names, addresses, telephone numbers or photographs of certain employees of fire departments, their spouses and their children. Other exceptions may include confidential medical information of employees, and other specified exemptions pursuant to the Florida Public Records Act.

Employees are required to maintain confidentiality where allowed. If you encounter any situation about which you have doubts, we strongly encourage you to express these doubts to your supervisor as soon as possible. Any employee found not to have complied with appropriate regulations and policies may be disciplined, including termination.

5.6 ACCESS TO PERSONNEL FILES AND CHANGES TO PERSONAL DATA

The District maintains a personnel file on each employee. Personnel files are the property of the District but employees and members of the public have the right to review personnel files upon request made of the District. An appointment will be made to set a time and place for review. The personnel file may be reviewed, but originals may not be removed. If copies are requested of any documents contained in the personnel file, the employee or member of the public may be asked to pay a reasonable copying fee. Any copies made of a personnel file must be made by authorized District personnel only; the employee whose file is being reviewed or any other member of the public reviewing the
said file is not authorized to make the copies. At the appointed meeting time, the review of the personnel file will be made in the presence of an individual custodian appointed by the District to maintain the files.

With respect to personal employee information, it is the responsibility of each employee to promptly notify the 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, insurance/dependent changes, educational accomplishments, and other such status reports should be accurate and current at all times.

5.7 RESPONDING TO EMPLOYMENT REFERENCE INQUIRIES

The Chief has the authority to respond to any reference inquiries from other employers relative to current or former the District employees. Unless otherwise required by law to provide additional information and data, the District's policy is to provide references that confirm only the name, position(s) held, wage/salary paid, and dates of employment.

5.8 WORKPLACE MONITORING AND SECURITY INSPECTIONS

The District is committed to a safe and secure workplace. Workplace monitoring of the premises, the telephone system, computer system and electronics system may be conducted by the District to ensure employee safety, security, quality control and consistent with the expectations of the taxpaying public.

Employees have no reasonable expectation of privacy at the workplace. Accordingly, the District reserves its right to conduct video surveillance of workplace areas (except private areas, such as restrooms) for safety, quality control and security purposes.

In furtherance of its concern for safety and security, the District also reserves its right to conduct constitutional workplace searches and inspections, that could include, but not be limited to, desks, lockers, employee vehicles, employee packages, personal bags, lunch bags or tool boxes. Each the District employee impliedly consents to such legal searches by continuing in the District employ and entering onto its premises.

5.9 VISITORS

To provide for the safety and security of employees, co-workers, and guests of the District, only authorized visitors are allowed. Visitors may be required to sign in upon entry and obtain a visitor's badge. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Employees are responsible for their conduct in front of visitors and must ensure the safety of the District visitors at all times.
If an unauthorized individual is observed on the District premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

5.10 COMPUTER, INTERNET AND E-MAIL USAGE, AND SOCIAL MEDIA

Refer to SOP 100.17: Acceptable Use Policy Governing Internet and Technology Access.

Refer to SOP 100.21: Social Media.

5.11 TELEPHONE AND CELL PHONE USAGE

The use of the District's office phones for personal reasons should be limited to emergencies only. Personal cell phones or any other personal electronic communication device (e.g., PDA's, pagers, etc.) may be used on a limited basis while in District buildings. To minimize disruption to the District's operation and out of respect to co-workers or guests, please try to maintain cell phones/pagers on "vibration" mode and limit such use to non-work time and designated areas inside or outside of the building. To facilitate their managerial functions, an exception for members of management may be granted by the Chief.

5.12 USE OF THE DISTRICT PROPERTY AND EQUIPMENT

When using the District property or equipment to accomplish their work, employees are expected to exercise care, perform appropriate maintenance, and follow all operating instructions, safety standards and guidelines. Employees should direct any questions to their immediate supervisor concerning the operation and maintenance of any equipment used on the job.

Employees are required to notify their immediate supervisor if any District property or equipment appears to be damaged, defective or is in need of repair. Employees will be accountable and responsible for reckless, negligent or unsafe use or operation of the District equipment. In such cases, employees are subject to disciplinary action up to and including termination. To the extent permitted by law, employees are subject to having their paychecks deducted from to compensate for loss, theft, damage or destruction of the District property or equipment.

5.13 NO-SMOKING AND NON-TOBACCO USAGE

In keeping with the District's intent to provide a safe and healthful work environment, and in accordance with Florida Administrative Code 69A-62.024(6), tobacco use shall be prohibited at all firefighter employee places of employment. This prohibition includes all types of tobacco and tobacco-like products, including smoked and smoke-less tobacco, other smokeable products, and electronic cigarettes.
Refer to GO 201515: Tobacco-Free Workplace.

5.14 SAFETY

The District is proud of the safe working conditions it provides for its residents and employees. Yet no matter how safe your working area may be, carelessness can make you, your co-worker or a visitor a casualty. You should know and follow common-sense practices that will protect residents, you and other employees from inconvenience or serious injury. It is the responsibility of each employee to prevent accidents by observing all safety and fire precautions. Use all safety equipment as provided. Employees should avoid indulging in "horseplay", because that is the cause of many accidents. Report all injuries and accidents on the job immediately, no matter how trivial.

Refer to SOP 14.01: Workplace Safety.

These safety rules are not meant to be all inclusive or to cover every conceivable situation. Always use good judgment and common sense to protect visitors, yourself and other employees. Failure to follow these policies or otherwise acting in an unsafe manner will lead to disciplinary action, up to and including discharge.

5.15 PERSONAL APPEARANCE, DRESS CODE AND ALLOWANCE

In keeping with the District's expectation that all of its employees will present themselves in a professional manner, the District has adopted dress, grooming and personal cleanliness standards. These standards contribute to the morale of all employees and affect the business image that the District presents to the public. The District desires that its employees present a professional image to the public they serve. To this end, the employees will be provided uniform clothing to administrative and staff personnel, of the type and quantity that is appropriate for the particular class and position, in the sole judgment of the Chief.

In general, while on-duty or on-call, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions and in accordance with the departments Rules and Regulations. Visible tattoos and body piercings, other than piercings on earlobes, are prohibited. Extreme or unconventional hairstyles and colors, and strong or offensive fragrances are also prohibited. For safety and sanitary reasons, jewelry should not interfere with job duties. Nails should always be maintained, cleaned and trimmed. Clothing, including any uniforms, must be kept clean at all times. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work and are subject to discipline.

Please refer to any additional, specific rules or regulations that may be separately implemented for dress and uniform relating to your particular classification/department within the District. Consult your supervisor or Chief if you have any questions as to what constitutes appropriate attire.
5.16 CLOTHING AND MAINTENANCE ALLOWANCE

In addition to uniform clothing made available or provided to the employees, the District will also provide administrative and staff personnel an allowance of up to two-hundred fifty dollars ($250.00) per fiscal year towards the maintenance of clothing or purchase of non-uniform attire. This allowance will be paid once per year during the month of December.

All clothing purchased must conform to the dress code specified by the Chief herein or otherwise by the District.

Because the payment is an allowance instead of a reimbursement, there is no need to submit receipts for items purchased. The allowance provided to purchase non-uniform work clothing is required by the IRS code to be reported by the District as a taxable fringe benefit.

5.17 CONTAGIOUS OR OTHER SERIOUS ILLNESS POLICY

The District recognizes that employees with a contagious or other serious illness may wish to continue their employment and, in fact, that continued employment may be therapeutically important to their recovery process. The District also recognizes that it must satisfy its legal obligation to provide a safe work environment for all employees, Commissioners, vendors, and visitors to our premises.

In such circumstances, the District encourages employees to continue working, provided that their condition does not pose any significant risk to other persons, and they are able to perform the essential functions of the job. The District will take steps to provide reasonable accommodation, if necessary, consistent with applicable laws, to permit employees to continue working during a contagious or other serious illness. The District also reserves its right to ask any employee with a contagious or other serious illness that may pose a significant workplace hazard to other employees, visitors, or to themselves to take any accrued paid leave or leave without pay until certified medical clearance is obtained that the illness no longer poses a risk to the employee or others in the workplace. Any such clearance requested must be certified by a medical provider.

If you have a contagious or other serious illness, you are encouraged to contact the District's Employee Assistance Program. The EAP will provide you with information about the illness and about programs that are available to assist you and your family. All of your contacts with the EAP are confidential and not available to the District unless you approve.
It is your responsibility to inform the District of your illness, and authorize the release of
medical information that may be needed in determining what accommodations are
reasonable. Any reasonable accommodations to your situation that may be decided on
must be consistent with the business needs of the District, established District policy, and
applicable law.

5.18 DRIVER'S LICENSE AND USAGE OF DISTRICT VEHICLES POLICY

All employees (who are or may be responsible for driving or otherwise operating a
District vehicle, including all engines) must maintain a valid Florida Driver's License and
all other required licenses. If an employee's license is suspended, revoked, or otherwise
placed in question, the employee must immediately notify the District. Failure to do so
will subject the employee to discipline, up to and including termination of employment.

Certain employees are authorized to utilize the District vehicles assigned to them as
transportation for District-related business purposes and for limited personal use. Personal
use of District vehicles is required by IRS code to be reported by the District as
a taxable benefit.

If an employee encounters an emergency scene while utilizing a District assigned vehicle,
the employee must stop, notify Lee County Dispatch, and render care as applicable.

5.19 ATTENDANCE AND TARDINESS POLICY

The District expects all employees to assume diligent responsibility for their attendance
and promptness.

Absenteeism or tardiness that is unexcused or excessive in the sole judgment of the
District is grounds for disciplinary action, up to and including dismissal. All disciplinary
action shall be determined at the sole discretion of the District.

The following protocol and progressive disciplinary procedures apply to absenteeism and
tardiness:

1. If you are unable to report for work or you anticipate being late, contact your
   immediate supervisor (or designee in the absence of a supervisor) as soon as
   practicable prior to your scheduled work time. Messages left with co-workers for
   the supervisor are not an acceptable form of reporting your tardiness or absence.
   If you are unable to make contact with your supervisor or designee, you are to
   leave a message on the District's main contact phone number.

2. An employee who fails to report for work without contacting his or her supervisor
   (or designee) or who fails to return from a leave of absence on the designated date
   is considered AWOL and will be subject to disciplinary action up to and including
   termination of employment.
5.20 EDUCATION AND TUITION REIMBURSEMENT POLICY

The District encourages employees to enhance their knowledge, skills and abilities to foster a more productive, educated and motivated work force. The Chief retains the discretion to approve financial assistance towards employees’ educational course work or non-credit course work towards a degree. The maximum amount of financial assistance allowed to be provided to an employee making such a reimbursement request pursuant to this policy is $2,500 per calendar year. Among the factors the Chief may consider in determining whether to approve assistance include, but are not limited to, the job-relatedness of any course work, the relevancy of any such course work towards the operations of the District, and the impact of the employee’s time spent at school as opposed to work duties. Any course work for which the employee will seek reimbursement must be approved by the Chief prior to enrollment. Employees may be reimbursed at 100% if a grade of B or better is achieved, 50% if a grade of C is achieved, and no reimbursement for a grade below C, in the pre-approved course. The District will require, at minimum, proof of the course work taken, and the original report card received. Any employee whose tuition, lab fees or books are paid by the Employer must complete three (3) years of service with the District after completing the course. In the event the employee does not do so, he shall reimburse the Employer for all costs for that employee’s tuition, lab fees and books. The employee shall reimburse the Department for any education, whether mandatory or elective, unless the employee completes three (3) years of service after successful completion of the course. This paragraph does not apply to any employee who is involuntarily severed from the Department and does not apply to courses required for license renewal. This paragraph shall apply only to initial fire school training, initial E.M.T. training, initial paramedic training, and any accredited college courses paid for by the Department. The employee is required to pay for time allowed off duty to attend courses.

All requests for school must be submitted in writing to the Chief of the Department, or his designee, for approval at least ten (10) calendar days prior to the beginning of the course.

No employee will be eligible for this benefit during the first twelve (12) months after the effective date of this handbook.

5.21 TRAVEL AND BUSINESS REIMBURSEMENT POLICY

To the extent practicable, the District must pre-approve all job/District-related travel. The District expects all employees of the District to use good judgment to ensure taxpayer funds are used wisely and reasonably. To the extent practicable, all such job-related travel and business expenditures should be minimized. For any job-related travel and business expenses to be reimbursed and approved, employees must complete in full a District reimbursement form and provide all receipts and all other documentation as deemed necessary by the District. The District reserves the right to place a cap on reimbursable expenses depending upon the travel or business-related event at issue. The District also reserves the right to not authorize travel, or to deny a request for
reimbursement if the job-relatedness of the travel or event is either questionable or deemed to not be in the best interests of the District.
VI.  POLICIES AND PROCEDURES ON PERFORMANCE, CONDUCT, DISCIPLINE AND GRIEVANCES

6.1 PERFORMANCE EVALUATIONS

Supervisors and employees are strongly encouraged to discuss job performance and goals on an on-going basis.

6.2 WORKPLACE VIOLENCE

The District will take immediate action, up to and including termination, against any employee who makes verbal threats of violence or engages in any threatening behavior or acts of violence. Each employee is expected to embrace the District's strong commitment to provide a safe, healthy and secure work environment. The District expects all employees to report to management immediately any threatening behavior or acts of violence. Weapons are not allowed on District premises or in District vehicles.

6.3 RULES OF CONDUCT AND PROGRESSIVE DISCIPLINE

The District expects its employees to meet standards set for high quality work performance and conduct. From time to time, discipline may be necessary for the efficient operation of the District in cases where an employee falls below these standards. Forms of discipline may include: oral reprimand, written reprimand, suspension without pay, demotion, and discharge from employment (termination).

In order to maintain consistency within the District, disciplinary action will be in accordance with the District’s Rules and Regulations, SOP’s/SOG’s, Policies and Procedures, and any other governing documents.

Refer to SOG 100.20: Employee Disciplinary Action Guideline.

6.4 OPEN DOOR COMMUNICATIONS POLICY

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to you or to the District, you should follow the procedures described here for bringing your complaint to management's attention.

Step 1: Prompt discussion of the problem with your immediate supervisor should take place as a first step. If, however, you don't believe a discussion with your supervisor is appropriate, you may proceed directly to Step 2.

Step 2: If your problem is not resolved after discussion with your supervisor, or if you feel discussion with your supervisor is inappropriate, you should request a meeting with the person at the next higher level of supervision. In an effort to resolve the problem, he/
she will consider the facts, conduct an investigation if appropriate, and develop potential solutions to the problem.

**Step 3**: If you are not satisfied with the Step 2 resolution and wish to pursue the problem or complaint further, you may prepare a written summary of your concerns and request that the matter be reviewed by the Chief. The Chief, after a full examination of the facts (which may include discussion with all individuals involved and further investigation, if necessary) will advise you of his decision in writing. The Chief’s decision in the matter will be final.

You may have a co-worker accompany you during discussion of your complaint in any of the steps of the process; however, you will be responsible for articulating the substance of your complaint. If you choose to have a co-worker accompany you, the person you choose must not be someone who has any involvement in the matter being discussed.

The procedure should not be construed, however, as preventing, limiting, or delaying the District from taking disciplinary action against any individual, up to and including termination, in circumstances such as those involving problems of overall performance, conduct, attitude, or other factors where the District deems disciplinary action appropriate.

6.5 **INVESTIGATION OF CHARGES OF MISCONDUCT**

Refer to SOG 100.20: Employee Disciplinary Action Guideline.
VII. POLICIES ON SEPARATION FROM EMPLOYMENT

7.1 SEPARATION AND TERMINATION POLICY

Employees desiring to terminate their employment relationship with the Fire District are required to notify the District at least two (2) weeks in advance of their intended separation date, except that managerial or supervisory employees desiring to terminate their employment relationship with the Fire District are required to notify the District at least four (4) weeks in advance of their intended separation date. Employees who plan to retire are required to provide the District with a minimum of sixty days (60 days) notice. This will allow ample time for the processing of appropriate pension forms to ensure that any retirement benefits to which an employee may be entitled commence in a timely manner.

Such notices should be given in writing to your supervisor with a copy to the Chief. Proper notice generally allows the District sufficient time to calculate unused, accrued vacation or sick leave and to include any monies owed in your final paycheck. Without proper notice, however, you may have to wait until after the end of the next normal pay period to receive such payments.

The employee who desires to terminate his/her employment is requested to submit, in writing, a signed statement of resignation explaining the reasons for voluntary separation. The District also may require that separating employees participate and fully cooperate in an exit interview prior to departure.

Although the District hopes that its relationship with employees are long term and mutually rewarding, the District reserves the right to terminate the employment relationship at any time, for just cause, with or without notice.

7.2 SEVERANCE PAY

Severance pay shall be provided to laid-off employees (except for the Fire Chief or any other employee who is employed pursuant to a written employment agreement) in accordance with the terms and conditions set forth herein. Severance pay will not be provided to those employees who leave District employment solely of their own volition, or to those employees terminated for misconduct or other violations of District policy. Severance pay will not be provided to regular part-time employees, temporary employees or employees on probationary status at the time of separation. At the District's discretion, severance pay will be paid in a lump sum or in a number of bi-weekly payments not to exceed the equivalent of the number of weeks' severance pay to which the employee is entitled.

Severance pay will be one week of severance pay for each year of credited service after completion of at least two years of service in such non-bargaining unit position with the District, up to a maximum of 8 weeks of severance pay. Credit will not be given for the first two years of service. For example, the non-bargaining unit employee who has been
employed with the District in a non-bargaining unit position for 3 consecutive years will receive one week of severance pay; if employed for four (4) consecutive years of service, then two weeks of severance pay, etc.

To be entitled to any severance pay in accordance with this provision, the separating employee shall be required to provide in writing, prepared by the District, a release and waiver, to the extent legally permissible and enforceable, of any and all claims that the employee may have against the District. The employee will also be required to acknowledge that the severance pay shall serve as legal consideration for such release and waiver.

7.3 RETURN OF PROPERTY, REIMBURSEMENT AND FINAL PAYCHECK

Employees must return all of the District's property in their possession, custody or control upon resignation or termination of employment, or earlier upon request. The District may seek reimbursement from the employee or withhold from the employee's paycheck the cost of any items that are not returned when required and/or may seek the return of its property through appropriate legal recourse. Any employee who fails to provide the requisite notice upon resignation or who fails to return the District property will forfeit any accrued, but unused paid leave. Any employee who is terminated for misconduct, at the discretion of the District, will also forfeit any accrued, but unused paid leave.
VIII. TIME OFF POLICIES

8.1 HOLIDAYS

The District recognizes the following paid holidays:

- New Years Day
- Presidents' Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Martin Luther King Day
- Veterans' Day
- Thanksgiving and Friday thereafter
- Christmas Eve and Christmas

The District business office is closed on the above listed holidays, and all employees receive those days off with pay, or the preceding or following weekday off with pay when the holiday is on a weekend.

8.2 VACATION

Vacation leave shall be accrued by regular full-time employees in accordance with this section. Regular part time employees and temporary employees do not accrue vacation benefits.

Vacation leave shall be accrued by employees as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 5</td>
<td>7 hours per month</td>
</tr>
<tr>
<td>6 through 10</td>
<td>10 hours per month</td>
</tr>
<tr>
<td>11 through 15</td>
<td>14 hours per month</td>
</tr>
<tr>
<td>16 through 20</td>
<td>17 hours per month</td>
</tr>
<tr>
<td>21 through 25</td>
<td>20 hours per month</td>
</tr>
<tr>
<td>26 years of service to separation</td>
<td>26 hours per month</td>
</tr>
</tbody>
</table>

For each vacation day used, an amount that equals the hours for the employee's otherwise scheduled work day, shall be deducted from the accrued vacation leave. Employees may request vacation as it is earned. In order for vacation requests to be considered on a seniority basis, they must be submitted to the Chief by December 1st of each year for the following calendar year. Vacation leave not submitted by December 1st will be approved on a first-come, first-serve basis. The District will attempt to accommodate vacation requests, but workload demands may necessitate denial or cancellation of requested vacation.

Experience credit will be given to any Chief Officer covered under this handbook for the accrual of vacation benefits at a rate of .5 (half-year) for each year of verified
(documented) paid, professional experience in the fire service. Experience credit is limited to a total of five (5) years credit for ten (10) years of documented experience. Years of service will be verified and rounded down; credit will not be awarded for “partial” years of service.

Employees serving their initial probationary period may not take vacation leave during the first ninety (90) days of their employment. Under special circumstances, vacation leave may be granted during this time period as determined by the Chief.

Employees may accumulate and carryover vacation time from year to year to a maximum amount of 500 hours, with all other unused vacation leave being forfeited. Payment of accrued vacation time upon separation will be made up to a maximum of the employees’ annual accrual amount of hours at the regular hourly rate in effect at the time of separation, with all other unused vacation leave being forfeited. An employee who is involuntarily separated for misconduct or other violation of District policy for just cause will forfeit payment of any accrued vacation leave. Employees who enter the FRS DROP may be paid for 500 hours of vacation leave to go towards their final annual compensation.

At the end of each year, employees may elect to receive pay for unused vacation hours from the previous year, in lieu of carrying the unused vacation hours forward. A maximum of forty (40) hours can be cashed in each year at the rate of 100%. The employee shall submit a written request for such conversion by December 31st for the previous year. Payment will be made the second pay period in January.

Employees have the ability to donate accrued, accumulated vacation time into a donation bank for use by other employees, with the approval of the Chief.

8.3 SICK LEAVE

The District recognizes that inability to work because of illness or injury may cause economic hardship. For this reason, the District provides paid sick days to employees. Regular, full time employees will be eligible to accrue up to 84 hours (7 hours per month) of paid sick time on an annual basis, with the accrual to commence on January 1st of each year.

At the end of each year, employees may elect to receive pay for unused sick hours from the previous year, in lieu of carrying the unused sick hours forward. A maximum of eighty (80) hours can be cashed in each year at the rate of 100%. The employee shall submit a written request for such conversion by December 31st for the previous year. Payment will be made the second pay period in January.

Sick time may only be used for a bona fide illness, injury, or when an employee must remain at home with a sick child. If you are absent for more than two (2) consecutive workdays, a statement from a physician may be required before you will be permitted to return to work.
In such instances, the District also reserves the right to require you to submit a statement from your physician or be examined by a District designated physician at its discretion. Such a requirement would be utilized in cases where abuse is suspected (For example, where an employee’s record indicates a pattern of short absences and/or frequent absences before or after holidays and weekends).

Employees may accumulate sick time from year to year, with the ability to also donate accrued, accumulated sick days into a donation bank for use by other employees, with the approval of the Chief. Any accrued, unused sick time days will not be paid upon separation.

8.4 MILITARY LEAVE

Military leave shall be granted in accordance with applicable state and federal law. Nothing in this handbook shall be construed to exclude any military leave privileges. In the event the required weekend drills and the two (2) week camp are not covered by military leave, the Employer will supplement the employee’s military pay to maintain the employee at his current hourly rate.

8.5 COURT-RELATED AND JURY DUTY LEAVE

An employee who is required or subpoenaed to appear in court, and the court appearance is resulting from or related to District affairs, will be permitted to serve the court for the period of time required with pay. Parking fees relating to such court attendance will be reimbursed with a receipt. All witness fees provided to the employee must be given to the District. Any other fees received by the employee from the Court must also be provided to the District.

The District also takes seriously the duty to serve on a jury. The District will comply with the applicable federal and state laws on jury duty and will ensure that employees who are summoned to serve as a possible juror are afforded the time necessary to fulfill this important public service. The District will continue the salary or wages of the employee from the initial summons date through the entirety of the employee’s service on a jury.

Employees who appear in court unrelated to District business, for personal litigation, for personal criminal charges, or on a voluntary basis (not jury duty) will not be paid for the time spent in court, nor will any associated costs be paid by the District.

To qualify for paid court or paid jury duty leave, you must submit to your supervisor a copy of the summons to serve/appear within two (2) workdays of its receipt. In addition, proof of service may be required by your supervisor prior to your return to work.

8.6 BEREAVEMENT LEAVE

Employees shall be entitled to five (5) work days of bereavement leave in the event such employee suffers the loss of a spouse, child or spouse’s child, mother, father, stepmother,
stepfather, stepchildren, grandchildren, sister, brother, grandparents, and step-grandparents of both the employee and the employee’s spouse/domestic partner having the same legal address. Special consideration shall also be given to any other person whose association with the employee was similar to any of the above relationships.

Requests for bereavement leave should be made to your immediate supervisor. Proof of death may be requested. The Chief may grant additional bereavement leave that is unpaid under other circumstances the Chief may deem appropriate.

8.7 DOMESTIC VIOLENCE LEAVE POLICY

In accordance with Florida law, eligible District employees are entitled to leave where the employee or a family or household member (as defined in the law) has been subject to domestic violence. Employees, who have worked for the District for at least three (3) months, may take up to three (3) working days of Domestic Violence Leave in a twelve month period. The twelve month period within which the three days of leave may be taken is a "rolling" twelve month period, measured backwards from the date an employee's Domestic Violence Leave would begin. Eligible employees may take Domestic Violence Leave for the following reasons:

1. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
2. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
3. Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
4. Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or,
5. Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

Unless there is imminent danger to the employee's health or safety or to the health or safety of an employee's family or household member, the employee must provide advance notice to the District of his or her need for leave. Sufficient documentation must also be supplied regarding the fact that the employee or a member of the employee's family or household has been subject to domestic violence.

Before a District employee is entitled to take any Domestic Violence Leave, the employee must exhaust any accrued, unused paid time off provided by District policy, such as vacation or sick leave. If the employee has no paid time off available, any Domestic Violence Leave taken will be paid.

The District will keep all information pertaining to this leave confidential to the extent required by law.
8.8 FAMILY AND MEDICAL LEAVE (FMLA) POLICY

Lehigh Acres Fire Control and Rescue District (the "District") provides family and medical leaves of absence to eligible employees in certain circumstances in accordance with the Family and Medical Leave Act of 1993 (FMLA) and applicable DOL regulations. FMLA leave, as well as leaves for family and medical reasons for employees not eligible for FMLA leave, are provided in accordance with policy adopted by the Board of Commissioners.

Refer to the District’s current FMLA policy.

8.9 UNPAID PERSONAL LEAVE OF ABSENCE

Leaves of absence for periods up to twelve (12) months may be requested by regular, full-time employees who have completed one year of continuous service. Personal leaves of absence are leaves without pay, without accrual of benefits, without accrual of insurance benefits, without accrual of seniority, without accrual of vacation or sick time and without accrual of retirement credit during the entire duration of the leave.

Requests for personal leaves must be made to the Chief, in writing, at least two weeks prior to the time you wish the leave to commence. Leaves that are necessitated by an emergency may be approved with shorter notice. Personal leave may be granted for justifiable reasons at the Chief's discretion, provided the leave does not seriously disrupt District operations.

The District will make a good faith effort to return the employee to a position within the District for which the employee is qualified, but without any guarantee of an equal position or equal pay. Reinstatement cannot be guaranteed to employees returning from approved personal leaves that are more than three (3) months in duration. The District reserves the right to fill position vacancies at any time depending upon operational needs.

An employee may request leave without pay when all accrued paid leave has been exhausted. Other than retaining the original date of hire, no benefits will be provided during periods of leave without pay.
IX. BENEFITS

9.1 INSURANCE AND DISABILITY BENEFITS

The Lehigh Acres Fire Control District is proud to currently provide the following insurance coverage at no premium cost to employees and the employee's dependents:

- Medical
- Dental
- Life Insurance and Disability

Medical, dental, and other coverage for employee's dependents will be offered and fully paid for by the District, subject to the eligibility requirements described herein. Indeed, all coverage is subject to the exclusions and limitations imposed by the insurance provider. Further, please note that due to the costs of providing insurance benefits, there is no guarantee that these family benefits will be continued. The District will not be responsible for providing coverage or benefits that are not available through, or discontinued by the insurance provider.

Employees with dependent coverage shall be responsible for notifying the District of any change in the eligibility status of persons listed as their dependents, and will be responsible for reimbursement of the premiums paid after thirty (30) days of a dependent becoming ineligible.

Dependent coverage for children will depend upon the insurance provider's policies.

9.2 RETIREMENT AND LIFE INSURANCE

The District provides a retirement plan for all full-time employees through the Florida Retirement System (FRS). Your retirement benefit is based upon your FRS classification (Special Risk or Regular Risk), years of service, and pay. Consult your FRS member guidebook for more information.

The District also provides retired employees with a life insurance benefit. See plan description for further details.

9.3 RETIREE HEALTH INSURANCE SUBSIDY

When an employee of the District, who has at least ten (10) continuous years of verified service with the District, separates from employment as a result of their acceptance of retirement benefits under the rules of the Florida Retirement System (FRS), the employee, their spouse, and eligible dependents may continue their participation in the District's medical and dental insurance plans as provided for in F.S. 112.0801, and may be eligible for a monthly credit toward their premiums (Health Insurance Subsidy) based on their years of service to the District at retirement by receiving payment of $5.00 per month for each year of verified service. This payment shall be made to the retiree's
insurance company, or the employee (at the employee’s request) on a monthly basis until the retired employee reaches the eligible age to collect Medicare.

Employees must inform the District in writing of their intention to continue participation, for themselves, or themselves and their dependents, in the District's medical and/or dental insurance plans. The written notice to continue participation must be provided to the District prior to the employee's last day of employment. Retired employees who failed to continue participation in a District insurance plan prior to their last date of employment will forfeit their ability to rejoin any District insurance plan at a later date.

Upon becoming eligible for Medicare, the retiree must designate the District's insurance plans as being secondary to their Medicare coverage.

Upon the death of an eligible retiree, his/her surviving spouse and dependents may be eligible for continued participation in the District group health plan through COBRA. If eligible through COBRA, the District will continue to award premium credit that the retiree had qualified for, and do so until the Spouse's and/or dependent's COBRA eligibility expires.

9.4 DISABILITY BENEFIT

The District provides all full-time regular employees with long-term disability insurance at no cost to the employee, as long as the Employer elects to provide such coverage. Under this program, benefits are payable for non-work related injuries or illnesses. Benefit amounts and the benefit payment duration are subject to the insurance provider's requirements for eligibility. Employees may use accrued paid vacation or sick time to maintain a normal income level by making up the difference between their long-term disability benefit and normal salary weekly wage, so long as the combination does not exceed what their normal salary weekly wage would be. Please refer to plan for further details.
EMPLOYEE ACKNOWLEDGMENT OF RECEIPT

This is to acknowledge that I have received a copy of the District's Employee Handbook (Effective February 1, 2016). I further acknowledge that this version supersedes all other Employee Handbooks or manuals.

I understand that the policies and procedures contained in the Employee Handbook constitute guidelines only, and are not intended to be all-inclusive and that the District's employment practices and procedures and policies will vary from time to time as circumstances require. This Handbook also incorporates by reference any and all rules, regulations, SOGs, or other procedures that can be interpreted by the Chief as being consistent with those policies contained in this Handbook.

I further understand that the policies and procedures contained in the Employee Handbook are not to be interpreted or considered as a contract of employment, or any other contract, that my employment relationship with the District is at-will, meaning that both the District and I will always retain the right to terminate our employment relationship at any time and for any reason. The District reserves the right to unilaterally change, add to, or delete any of its employment policies and procedures at any time.

I further understand that if I have any questions or need clarification about anything, I will inquire of my supervisor or the Chief.

I have read the contents of the Employee Handbook and agree to abide by the policies and procedures contained in the Employee Handbook.

_____________________________ (Dated)

_____________________________ (Printed Name of Employee)

_____________________________ (Signature of Employee)