



## Hyalite Rural Fire District

### Board Meeting Synopsis Approval Form

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The written synopsis of the July 21, 2020 Hyalite Rural Fire District (HRFD)  
Board of Trustees meeting was approved by motion of the HRFD Board of Trustees on \_  
August 18, 2020.

Chair Signature

Eugene M. Geddes, III

Printed Name

Secretary Signature

Nick Shrauger

Printed Name

**HYALITE RURAL FIRE DISTRICT  
BOARD OF TRUSTEES REGULAR PUBLIC MEETING  
SYNOPSIS**

DATE: JULY 21, 2020

TIME: 7:00 p.m.

LOCATION: Sourdough Fire Station, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT

*In compliance with [MCA 2017 2-3-212](#) and the Hyalite Rural Fire District Bylaws, the minutes of HRFD Board of Trustees open public meetings are comprised of an audio recording and a written synopsis. The audio recording is designated as the official record of a meeting. The written synopsis serves to assist the public in accessing portions of the audio recording and is a good faith attempt to provide the public with another method to be informed about the actions of the Board. The minutes are available to the public at [www.hyalitefire.org/board-meeting-minutes/](http://www.hyalitefire.org/board-meeting-minutes/) or at the Hyalite Rural Fire District Administrative Offices, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT, during its standard business hours.*

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**TRUSTEES IN ATTENDANCE:**

Pete Geddes  
Justin Miller  
Walt Zidack  
Nick Shrauger  
Jason Jarrett

**STAFF IN ATTENDANCE:**

Jason Revisky, Fire Chief  
Brian Nickolay, Assistant Fire Chief  
Sheryl Wyman, Administrative Assistant

**PUBLIC IN ATTENDANCE:**

Pat Wilson  
Alan Harper  
Michael Buffington, Volunteer Firefighter  
Cameron Ash, Volunteer Firefighter  
Bob Ogren  
Betty McCoy – Via Conference Call

<b>0:00:18</b>	<b>CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT</b> Chair Geddes called the meeting to order and reminded the public that the meeting was being recorded.  Chair Geddes asked if there were any public comment on items not on the agenda. None requested.
<b>0:0:25</b>	<b>HYALITE CONSENT AGENDA</b> Chair Geddes asked if there were any requests to remove items from the Consent Agenda. Trustee Shrauger requests clarification on a \$20,000 sale of equipment item. Chief Revisky advises HRFD received \$20,000 for the sale of apparatus E-6-1.  <b>Motion:</b> Trustee Miller made the motion to approve consent agenda as presented. Trustee Zidack seconded the motion. <b>Vote:</b> Unanimous approval  [See June 16, 2020 Board Packet for Consent Agenda items approved.]

	<b>REGULAR AGENDA</b>
<b>0:02:14</b>	<p><b>Discussion and Decision – Employee Manual</b></p> <p>Chair Geddes asks for questions or comments from the board.</p> <p>Trustee Jarrett and Zidack makes comments.</p> <p><b>Motion: Trustee Zidack made a motion to approve the employee manual as presented.</b></p> <p><b>Second:</b> Trustee Miller seconded the motion.</p> <p>Chair Geddes asks for any public comment – none given. Chair Geddes asks for further board discussion – none given.</p> <p><b>Vote:</b> Unanimous approval.</p> <p><i>[See Attachment A for Employee Manual]</i></p>
<b>0:03:21</b>	<p><b>Discussion – Procurement Policy - Draft</b></p> <p>Chair Geddes states he received two proposed amendments to the draft policy that were helpful. The first is from Trustee Jarrett. An addition bullet point will be made under Section I. Sole Source Procurement as follows:</p> <p>“or in the case where an item or service is available on a cooperating multi state or federal contract such as WSCA-NASPO or GSA.”</p> <p>Trustee Jarrett explains the proposal. Chief Revisky agrees with the additional bullet point. Chair Geddes asks for board discussion.</p> <p><b>Motion: Trustee Zidack made a motion to approve Jason Jarrett’s amendment as presented</b></p> <p><b>Second: Trustee Shrauger</b></p> <p>Chair Geddes asks for any public comment – none given.</p> <p><b>Vote:</b> Unanimous approval.</p>
<b>0:06:15</b>	<p>Chair Geddes states the second proposed amendment is from Trustee Shrauger. in Section II. Trustee Shrauger proposes removing the last sentence and replacing it with the following:</p> <p>“Except for emergency purposes the chief will bring all proposed purchases above \$10,000 to the board for discussion before purchases are made. All emergency purchases shall be reported at the next regular board meeting after the emergency.”</p> <p>Chair Geddes asks for board discussion. Trustee Shrauger goes over his thoughts and reasoning for the proposed amendment.</p> <p>Trustees Jarrett, Zidack, Shrauger makes comments. Chief Revisky and Assistant Chief Nickolay makes comments. Trustee Shrauger makes comments. Chair Geddes makes comments. Trustee Shrauger makes further comments. Chief Revisky makes comments.</p>

<p><b>0:21:00</b></p>	<p>Chair Geddes asks for public comment. Volunteer Firefighter Buffington asks questions. Trustee Shrauger answers questions. Chair Geddes advises it is not a question and answer period and asks for more public comment – none given.</p> <p>Chair Geddes asks for more board discussion.</p> <p><b>Motion: Trustee Shrauger made a motion the last sentence be replaced with proposed amendment. Chair Geddes reads the following proposed language, “Except for emergency purposes the chief will bring all proposed purchases above \$10,000 to the board for discussion before purchases are made. All emergency purchases shall be reported at the next regular board meeting after the emergency.”</b></p> <p><b>Second:</b> None. Motion fails.</p> <p><b>Motion: Chair Geddes made a motion the procurement policy as originally presented is approved.</b></p> <p><b>Second:</b> Trustee Zidack seconded the motion</p> <p><b>Vote: Trustees Jarrett, Miller, Zidack, Geddes for; Trustee Shrauger Abstains.</b></p> <p><i>[See Attachment B for Procurement Policy-Draft]</i></p>
<p><b>0:24:56</b></p>	<p><b>Discussion – Ambulance Transport</b></p> <p>Chief Revisky requests this item be tabled. The subcommittee will be meeting Thursday, July 23<sup>rd</sup>.</p> <p>Action Item: Topic to be placed on August 18 agenda.</p>
<p><b>0:25:24</b></p>	<p><b>Discussion - Fire Chief's Report</b></p> <p>Chair Geddes asked for questions on the chief's report– none given.</p> <p>Chief Revisky advises the five spring recruits have now graduated.</p> <p>Chief Revisky reports there were two structure fires in King Arthur Trailer Court. Neither home had smoke detectors. Hyalite put up signage on their reader board letting residents know that the fire department will help purchase and install smoke detectors.</p> <p>Chair Geddes asks about status of Montana State University and the start of school, as well as the station and COVID procedures. Chief Revisky provides information and procedures in place.</p> <p>Chair Geddes asks for public comment on Chief's Report – none given. Chair Geddes asks for board discussion on Chief's Report.</p> <p>Trustee Shrauger asks for update on the Solar Panel Project. Administrative Assistant Wyman advises materials are being ordered and hopeful a project start date will be the end of August or first of September.</p>

	<p>Chief Revisky provides an update on the station signage project. Due to time delays attributable to the COVID issue a new bid was presented. The bid fell beneath the \$13,800 initially approved by the board.</p> <p>Trustee Zidack asked about apparatus update. Chief Revisky responds.</p> <p><i>[See Attachment C for Fire Chief's Report]</i></p>
<b>0:31:44</b>	<p><b>Trustees' Activities</b></p> <p>Several Trustees went to the Wildland BBQ and there was a good turnout.</p>
<b>0:32:13</b>	<p><b>Announcements</b></p> <ul style="list-style-type: none"> <li>• Next meeting will be held August 18, 2020.</li> </ul>
<b>0:33:20</b>	<b>ADJOURNMENT</b>

## **Hyalite Rural Fire District Employee Manual**

### **Purpose and Disclaimers**

It is the policy of the Hyalite Rural Fire District to conduct business efficiently, to make proper and productive use of the District's resources, and to have policy that meets federal, state, and local law. The purpose of this Manual is to provide guidance in the management of the District's personnel.

This Manual includes information related to your employment, and it is important that you review it in its entirety. It is your responsibility as an employee of the District to read this Manual and consult with your supervisor or the Fire Chief if you have any questions about any part of it.

This Manual, including the benefits it describes, may be changed from time to time. The Manual does not create a contract between the employee and the District with regard to the provision of any particular benefit. In the event of a change in any ordinance, rule, or law upon which a Manual policy relies, this Manual should be considered as being amended to comply with the change.

If any part of this Manual is found to violate an ordinance, state or federal law, the remainder of the Manual will not be affected. All policies not declared invalid or unenforceable will still apply.

### **Mission Statement**

We, the members of the Hyalite Rural Fire District, are a group of individuals possessing a common set of values and qualities. The first and most important quality we are concerned with is the safety of ourselves and the others around us. In order to ensure this safety, it is imperative that we perform as a team, and work together for each other. This involves placing a great deal of trust in each other. Unfortunately, trust is not an inherent quality among people, but must be learned, earned, and developed over time. We develop this trust by treating each other with respect, dignity, and displaying confidence in ourselves and those around us. We are constantly watching out for one another and observing what goes on around us.

It goes without saying that being aware and educated about the various situations which can occur at the incident scene is of utmost importance to us. Therefore, vigorous training, learning, and continuous improvement are our major activities. We strive for personal and organizational competence and efficiency. We pride ourselves in our willingness to learn and adjust to the task at hand, as well as our ability to teach those less educated the way to do things right.

It should not be surprising then, that we are very demanding of ourselves, our system, and each other. We expect a person to be brave and aggressive, yet know their own

limitations. This requires a great deal of self-motivation and self-discipline. Dedication, honesty, and an accommodating attitude are also important elements of a Hyalite Member. We are committed to providing high quality, high value service to our internal and external customers. We feel that working on and maintaining these qualities as members helps us to be well-balanced and prepared for whatever challenges may come our way.

### **Employment Anti-Discrimination Policies**

The District does not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, age, marital status, national origin, political ideas, veteran status, or physical or mental disability. This relates to all aspects of employment, and to the use of all facilities and participation in all of the District's sponsored activities. This policy does not preclude discrimination based on bona fide occupational qualifications or other recognized exceptions under the law.

### **Unlawful Harassment**

The District prohibits harassment of its employees and volunteers by anyone, including supervisors, co-workers, and other non-employees, on the basis of sex, race, creed, color, national origin, religion, age, marital status, political ideas, veteran status, or physical or mental disability.

Harassment is a form of misconduct that can be demeaning to another person, and is strictly prohibited. All employees, including supervisors, will be subject to discipline, up to and including termination of employment, for violation of this policy.

Sexual harassment means any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

The following are examples of conduct that may constitute sexual harassment:

1. Sexual advances which are unwelcome (this may include situations which began as a reciprocal attraction but later ceased to be reciprocal);
2. Sexual gestures;
3. Graphic verbal comments of a sexual nature, including such comments about a person's body, or sexually degrading words used to describe an individual;
4. Displaying sexually suggestive objects, pictures, cartoons, or posters;

5. Verbal abuse of a sexual nature, sexually oriented jokes, innuendoes, obscenities, or sexually suggestive letters, notes, or invitations;
6. Reprisals or threats after a negative response to sexual advances;
7. Employment benefits affected in exchange for sexual favors;
8. Physical conduct such as assault, rape, impending or blocking movements, or unwelcomed touching.

An employee should report harassment as soon as possible after the incident or action occurs. Early reporting is encouraged because the District's ability to investigate an act or report diminishes over time. Employees are also encouraged to report harassment before it becomes severe or pervasive. To report an incident of harassment on the basis of race, creed, color, religion, sex, age, national origin, disability, political ideas, veteran status, or marital status, the employee should take the following steps:

1. Inform the individual that his/her behavior is unwelcome, offensive, or inappropriate.
2. Notify the Fire Chief or Operations personnel.
3. Keep notes. Keep a record of dates, times, places, and witnesses, and describe each event. Save all notes, correspondence, or related records in a safe place.

An employee who believes he or she is the victim of unlawful harassment may also file a complaint with the Montana Human Rights Bureau. In order to meet the earliest application deadline for filing with a government agency, the complaint should be filed within 180 days from the date of the harassment. The filing deadline runs from the date of the harassment, not from the date the complaint to the employer is made or resolved.

If an employee is not personally a victim of harassment, but observes actions against other employees which the employee believes to be prohibited harassment, the employee is encouraged to bring them to the attention of the Fire Chief or Operations personnel.

When an employee complains about harassment, the District will immediately conduct a thorough, objective, and complete investigation of the harassment, while protecting the confidentiality of the harassment complaint to the extent possible. The District will make a determination about whether prohibited harassment occurred and will communicate this finding to the parties involved. The District will then take prompt and effective remedial action if harassment has occurred in violation of this policy. The action must be commensurate with the severity of the offense and be made known to the victim.

The District also prohibits retaliation against any employee because he or she made a report of alleged harassment, or against any employee who has testified, assisted, or participated in any manner in an investigation or a report of alleged harassment.



Any supervisor who becomes aware of possible harassment must promptly advise the Fire Chief or Operations personnel. Failure of a supervisor to provide such notice may lead to disciplinary action.

### **Drug Free Workplace**

Employees may not consume, use, distribute, or possess illegal drugs or controlled substances, which are not prescribed for the employee by a licensed physician, on District premises, or during work /training hours, including on-call hours. Employees may also not consume alcohol or be impaired by alcohol while at a fire station, during work, or training activities, including on-call, residency, and sleep-over hours, or while wearing clothing with identifying markings of the District.

**Prohibited Conduct.** The following conditions and activities are expressly prohibited:

1. Respond to a call, training or other Fire District activity while under the influence of alcohol or drugs;
2. Be on Fire District property while under the influence of alcohol or drugs;
3. Respond to a call, training or other Fire District activity within the last (8) eight hours of consuming alcohol or drugs;
4. Unlawfully manufacture, distribute, dispense, possess or use a controlled substance;
5. Refuse to be tested, this includes refusal to cooperate with testing, failure to report to test site within allotted time, failure to remain available for post-accident testing and attempts to alter specimens or otherwise affect testing results, failure to authorize release of test results or other relevant documentation;
6. Use alcohol or drugs within eight (8) hours after an accident that would require post-accident testing or before a post-accident test.
7. Use any prescription or nonprescription medications which may interfere with the safe and effective performance of duties or operation of Fire District equipment or apparatus without taking appropriate precautions and notifying the Fire Chief.

**Consequences of Prohibited Conduct.** Employees, who have engaged in prohibited conduct, may be subject to immediate and appropriate disciplinary action up to and including termination.

**Types of Testing.** The following types of drug and alcohol tests shall be performed with respect to employees and shall be provided by a testing facility approved by the District:

1. Reasonable Suspicion Testing. A reasonable suspicion test may be required under the following conditions and if deemed necessary may be carried out by trained local law enforcement requested by the Chief or his/her designee.
  - a) The Fire District shall require an employee to submit to an alcohol test when the Fire District has reasonable suspicion to believe that the employee has violated the prohibitions of this policy concerning alcohol. The Fire District's determination that reasonable suspicion exists to require the employee to undergo an alcohol test must be

based on specific observations concerning the appearance, behavior, or speech of the employee.

b) The Fire District shall require an employee to submit to a controlled substances test when the Fire District has reasonable suspicion to believe that the employee has violated the prohibitions of this policy concerning controlled substances. The Fire District's determination that reasonable suspicion exists to require the employee to undergo a controlled substances test must be based on specific observations concerning the appearance, behavior, or speech of the member.

The "reasonable suspicion" behavior should be witnessed by at least two (2) members if at all feasible and reported to the Fire Chief or his/her designee immediately. Failure to report an employee that is under the influence shall be grounds for discipline.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible. The Fire District will ensure that the employee involved is immediately removed from the workplace in a confidential and discrete manner.

2. Post-Accident Testing. Post-accident testing will be required in the event of:

- a) a fatality;
- b) significant bodily injury; or
- c) serious motor vehicle accident.

Note: Even in the event of a no-fault accident (as determined by local authorities or internal investigation) the Fire Chief may request, for an employee's own legal protection, to submit to drug and alcohol testing to positively verify that drugs or alcohol were not a factor in the incident.

3. Post-accident testing requires that volunteer be:

- a) tested for alcohol as soon as possible within two (2) hours, but in no case later than eight (8) hours after the incident; and,
- b) drug tested as soon as possible, but in no case later than thirty-two (32) hours after the incident.

The Fire District will ensure that the employee involved in an accident requiring testing will be immediately removed from his/her position. The Chief and/or designee shall be notified immediately if/when an employee is removed from his/her position.

An employee who is seriously injured and cannot provide a specimen for testing may be requested at the Fire District's discretion, to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substances or alcohol in his/her at the time of the incident.

The Fire District will provide its employees with any necessary information and procedures to enable them to meet these requirements for post-accident testing.

**Cost of Testing.** The Fire District will be responsible for payment of all post-accident and reasonable suspicion tests.

**Prescription Medications.** Employees are required to notify the Fire Chief or his/her designee when they are taking prescription medications with warning labels relevant to the employee's position description (for example, relating to the operation of vehicles, heavy equipment, or machinery) or which may impair their ability to function safely. The Fire District does not request information about the condition for which medication is prescribed, only that the medication has been prescribed. In some cases, it may be necessary to temporarily reassign employees until the course of medication is

completed. If an employee is in doubt about a medication's effect on work performance, he/she should ask the prescribing qualified health care provider or pharmacist for clarification. It is the employee's responsibility to avoid impairment while performing functions with the Fire District from prescription or over-the-counter medication.

**Failure to Cooperate.** Failure to cooperate with any aspect of this policy, including but not limited to falsifying or attempting to falsify test results or specimens, or refusing to cooperate in testing will subject the employee to discipline, up to and including termination. Any employee who refuses to take a drug or alcohol test to comply with this policy will be immediately removed from his/her position and subject to discipline.

### **Eligibility to Work**

Upon employment, employees are required to show documents proving their eligibility to work in the United States.

### **Re-Employment**

Any former regular employee who resigns from the District in good standing is eligible for re-employment. An employee in good standing is defined as one whose performance and attendance were acceptable in the position she or he most recently held within the District and who met the resignation notice requirements. These individuals will proceed through the regular hiring procedure with other applicants.

### **Nepotism**

It is the District's policy to hire the best qualified employees, regardless of marital or family status. The District's recruitment, selection and promotional processes, as they relate to nepotism, will be undertaken in compliance with applicable state and/or federal law.

The District permits employment of qualified relatives of employees as long as it does not violate this policy. For purposes of this policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law or "step" relations.

The District exercises sound business judgment to determine whether the reasonable demands of the position allow the employment of related employees. Each case will be judged on the basis of its facts. As a general rule, however, the following guidelines will be applied:

1. Individuals who are related are not permitted to work in a situation where their relationship creates a conflict of interest.
2. Related individuals may not have a direct reporting or supervisory relationship, or be in a position to prepare performance evaluations, to affect pay, promotion, or other terms and conditions of employment, or to discipline the other related employee.

3. The District needs to consider the relationship of employees when determining promotions, reassignments, and other internal changes affecting related employees. For this reason, some related employees may not be eligible for transfer or promotion if that action would violate the guidelines stated in Paragraph 2.

### **Absenteeism and Tardiness**

To maintain a productive work environment, the District expects employees to be punctual and reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the District. When an employee cannot avoid being late to work or is unable to report for work as scheduled, he/she should notify the supervisor as soon as possible in advance of the anticipated tardiness or absence, but no later than thirty (30) minutes before their start time.

Employees are expected and required to be in attendance, prepared to commence work activities, at their designated work location and as scheduled. Employees are also expected to remain at work for the entire work period, excluding meal periods.

Employees who demonstrate patterns of irregular attendance or excessive absenteeism or tardiness will be subject to disciplinary action, up to and including termination. Employees who are absent from work without authorization for two consecutive work days will be considered to have abandoned their job and voluntarily resigned from employment.

### **Employee Conduct**

The proper operation of the District requires that public officials and employees be independent, impartial and responsible, that the District's policies and decisions be made in the proper channel of the District's structure, that public office and employment not be used for personal gain, and that the public have confidence in the integrity of its District.

### **Standards of Conduct**

Employees are responsible for performing duties as specifically assigned either orally or in writing. In performing their jobs, employees are expected to:

1. Exhibit patience and self-restraint.
2. Be mindful of the welfare of others.
3. Be aware of and set aside personal feelings, prejudices, animosities or friendships in carrying out assigned work duties.
4. Act courteously and appropriately in communications with co-workers and the public.
5. Engage in professional and respectful communication.

6. Follow reporting relationship and lines of authority.
7. Immediately report suspected breaches in privacy.
8. Always work in a safe manner and look out for the safety of others.
9. Maintain a positive attitude towards our customers, our fellow members, and ourselves.
10. Support change and improvement.
11. Create and maintain an environment of support.
12. Balance a confidence in our discipline and craft with humility and compassion.

The following list describes examples of represents, but is not limited to, performance and conduct which is unacceptable for District employees. The list is not exhaustive and other conduct or performance may also be unacceptable even if it is not contained in the following list.

1. Violation of any federal, state, or local law while on the job, or which is related to their job responsibilities, if the violation occurs during off-duty hours;
2. Neglect or failure to carry out assigned duties and responsibilities;
3. Theft, willful damage, or unlawful unauthorized use of District property;
4. Sale of illegal drugs on or off the job;
5. Assault, endangerment, stalking, malicious intimidation, or harassment of another person;
6. Falsification of any District record;
7. Unauthorized dissemination of confidential information regarding staff, the District, or a member of the public served by the District;
8. Excessive absenteeism or tardiness;
9. Unauthorized use of District time, equipment, or facilities for private business or personal use;
10. Tobacco use in unauthorized areas;
11. Loaning, duplication, or other use of keys, which breaches the security of the workplace;
12. Failure to maintain a courteous, productive and otherwise acceptable working relationship with fellow workers and with the general public;

13. Abuse of any mood-altering substance, including prescription medications, that could impact the effective performance of duties and responsibilities;

14. Violation of District policies and procedures;

15. Insubordination.

### **Job Descriptions**

Job descriptions and job qualifications are created, approved, and maintained by the District's Boards of Trustees and are reviewed from time to time for accuracy. The job description does not constitute an employment agreement between the District and the employee, and is subject to change as the needs of the District and the requirements of the job change. The list of job duties included in each job description is intended to illustrate the various types of work performed. All positions may be assigned to perform duties that are not listed in the job description.

### **Salary Administration**

The District is subject to the requirements of the Fair Labor Standards Act (FLSA), as amended. Employees are paid at a rate no lower than the minimum hourly wage established by the FLSA as amended, or by State Law, whichever is higher. There are normally 2,080 work hours per year for a full-time employee. Unless you are an "exempt" employee under FLSA, your pay is based on an hourly rate, as earned.

Entry level pay will be agreed upon at hire.

District employees are not guaranteed pay raises. By State statute, the District must have a balanced budget. Therefore, there may be times when the District is unable to provide pay increases to its employees. All raises are subject to adequate funding levels.

### **General Policy**

When a vacancy occurs, the Job Description is reviewed or created. A recruitment plan is created by the Fire Chief. The recruitment plan may allow for an internal competitive process (including volunteer and employee applicants) or it may provide for an external recruitment process.

The Fire Chief will appoint a Selection Committee which will prepare and implement a Selection Plan. The Selection Plan will include criteria for applicant screening and interviews. After the interviews, reference checks and background checks are completed by the Selection Committee. The Selection Committee then recommends to the Boards of Trustees the candidate best meeting the job requirements.

The person recommended for selection may be offered or conditionally offered the position, and all other applicants are notified that they were not selected. The District maintains all paperwork for at least three years. At times, these steps may not be followed. These circumstances may include, but are not necessarily limited to, cases where only one person applies for the position, internships, and vacancies in the position of Fire Chief.

The District reserves the right to recruit on an open until filled basis and to extend deadlines, when necessary, to increase the number of applicants for each position.

### **New Employee Initial Probationary Periods**

New employees must successfully complete an Initial Probationary Period. The Initial Probationary Period is twelve (12) months. During the Initial Probationary Period, employees will receive at least one written evaluation of their performance.

During the Initial Probationary Period, employment may be terminated at the will of either the District or the employee on notice to the other and without good cause or right to an appeal through the District's grievance procedure.

### **Background Check**

Applicants are subject to a background check before hire by the Fire District. The background check will access credit history, criminal activity and driving records. All applicants are entitled to a copy of their background check and may contest the contents by following the applicable state and federal laws and regulations.

All employees may at any time have their driving record checked by the Fire District. If the record indicates violations, the employee may be subject to appropriate warnings or disciplinary action.

Employees must notify the Fire Chief of any change in license status, and all traffic violations within 3 days of status change or violation. An employee who fails to report a traffic violation or change in license status to the Fire Chief may be subject to disciplinary action up to and including termination. The Fire District monitors driving records as a component of risk management.

### **Driver's License and Proof of Insurance**

All employees must have and maintain a valid driver's license and proof of insurance. Copies will be maintained in the employee's personnel file.

### **Physical Examination**

All employees shall complete a post-offer, pre-employment physical examination to determine if the employee is able to perform the essential functions of the position, with or without reasonable accommodation and without direct threat to the health or safety of the employee or other persons. This examination will be funded by the Fire District.



**Definitions**

Break in Service means a period in excess of five (5) working days when the employee is not employed and where continuous employment is severed. For example, a break in service occurs five days after a person leaves employment with the District. Approved leaves of absence do not constitute a break in service.

Continuous Employment means working for the District without a break in service

Qualifying Period is the amount of time you must work (on a continuous basis without a break in service) to receive sick or vacation leave benefits. The qualifying period to be eligible for paid vacation leave benefits is six (6) calendar months; the qualifying period to be eligible for paid sick leave benefits is ninety (90) calendar days. The Qualifying Period must be repeated following any break in service.

Sick Leave means a leave of absence with pay for an illness or injury suffered by an employee or to care for an immediate family member who is ill. Sick leave may also be used for medical treatments, and for the death or funeral of an immediate family member.

Vacation Leave means a leave of absence with pay for rest relaxation or personal business, at the request of an employee, and the concurrence of the District.

**Types of Leave Earned**

The types and amounts of vacation and sick leave you earn will depend upon your employment status:

Regular full-time employees are employees who have been hired on a full-time (40 hours per week) basis to a job designated as regular. These employees accrue vacation and sick leave from their beginning date of employment. Regular full-time employees are entitled to use sick and vacation leave benefits providing they have worked the qualifying periods.

Regular part-time employees are employees who have been hired on less than full-time basis (less than 40 hours per week) to a job designated as regular. This category includes employees who work on an intermittent basis in a job designated as regular. Regular part-time employees are entitled to use sick and vacation leave benefits providing they have worked the qualifying periods.

These employees accrue prorated vacation and sick leave based upon the number of hours worked, from their beginning date of employment.

Temporary Employees are employees who: a) are assigned to position designated as temporary, generally created for a definite period not to exceed twelve (12) months; b) perform temporary or permanent duties on a temporary basis; c) are not eligible for



permanent status; d) are terminated at the end of the employment period; and, e) are not eligible to become permanent employees without a competitive selection process.

These employees may work full or part-time. They are not eligible for sick or vacation leave.

Short-term Employees are employees who: a) are hired by the District at an hourly wage; b) may not work for the District for longer than 90 days in a continuous 12 month period; and, c) are not eligible for regular status. Short term employees do not earn sick or vacation benefits.

Volunteer Fire Fighters are individuals who have completed the Volunteer Trial Period and the volunteer selection process and volunteer as fire fighters and other roles for the District. Volunteers are not employees of the District and do not receive a salary, wage, or vacation or sick leave benefits. They may be compensated for expenses and emergency calls consistent with the FLSA. This is handled in a separate District policy.

### **Amount of Leave Earned**

Vacation - As an employee gains time with the District, he or she earns additional leave. The table below shows how much vacation leave employees earn over a variety of years, up to the maximum accrual:

<u>Years of Service</u>	<u>Full Time (40 hours per week) Employee Earns:</u>	<u>Part Time (less than 40 hours per week) Employee Earns:</u>
0-9	120 hours (15 days) per year	.058/hour worked
10 – 14	144 hours (18 days) per year	.069/hour worked
15 – 19	168 hours (21 days) per year	.081/hour worked
20 and on	192 hours (24 days) per year	.092/hour worked

You can earn at an accelerated rate if you have prior Montana government service, such as prior employment with Montana state or local government service, or Military time which interrupts your Montana Government service.

Employees are responsible for providing the documentation of prior government service. Accelerated leave accruals will begin at the beginning of the next pay period after the District receives documentation of prior eligible service.

Vacation is credited at the end of each pay period. You may not use vacation leave until it is credited: no advance vacation is allowed.

Sick Leave – Eligible employees begin earning paid sick leave from the beginning date of employment. A regular, full-time employee earns 12 working days (96 hours) of sick leave per year. Eligible part-time employees receive sick leave credits at the rate of .046 per hour worked.

Sick leave is credited at the end of each pay period.

**Maximum Leave Accruals**

Vacation Leave - Employees may earn up to twice the number of vacation hours that can be earned in one year depending on their length of service. Thereafter, the employee will not continue to earn vacation leave until the leave balance has been reduced.

Sick Leave - There is no restriction on the number of sick leave hours the employee may accumulate.

**Compensatory Leave**

The employee is entitled to overtime pay if the employee works more than forty (40) hours in a week. The employee and the District may have an individual agreement to utilize compensatory leave in place of overtime pay when it is deemed beneficial for both. This agreement must be in place before the work begins that will yield compensatory leave in place of overtime pay. In no circumstance may the District force an employee to accept compensatory leave in place of overtime pay.

Overtime pay and compensatory leave is earned at the rate of one and one-half (1 1/2) times the actual number of hours worked in excess of 40 during the work week.

Maximum Accruals - Non-Exempt Employees - Unless otherwise provided in the Employment Agreement, employees will not be allowed to accrue a balance of more than 120 hours of compensatory leave. Exceptions to this rule may only be granted by the Board of Trustees.

Non-covered and Exempt (as defined by the Fair Labor Standards Act) personnel receive compensatory time on an hour for hour basis. The employee must have their Supervisor's approval before working these extra hours. Non-covered and Exempt employees will not be allowed to accrue a balance of more than 160 hours of compensatory leave. Accrued compensatory leave shall not be paid out to any non-covered or exempt employee at time of termination. Refer to your Employment Agreement for additional information.

**Leave Usage and Overtime Calculations**

Vacation Leave - Vacation leave for non-exempt employees cannot be taken in increments of less than one (1) hour. Vacation leave for exempt employees cannot be taken in increments of less than one (1) day. Absence from employment because of illness is not chargeable against vacation unless the employee requests it. Time spent on vacation does not count as hours worked for overtime purposes.

Sick Leave - In addition to using sick leave for an illness or injury, as described earlier, up to five (5) days sick leave may be taken when an employee's immediate family member dies. Extensions to this five-day rule may be granted by the Supervisor. Sick leave cannot be taken by nonexempt employees in increments of less than one (1) hour and by exempt employees in increments of less than one (1) day. Time spent on sick leave does not count as hours worked for overtime purposes.

Compensatory Leave - Compensatory leave cannot be taken in increments of less than one (1) hour. Time spent on compensatory leave status does not count for computing hours worked for overtime purposes.

### Requesting Leave

Vacation Leave - The employee must get their supervisor's approval before taking vacation leave. The employee should give their supervisor as much lead time as possible so their work load can be covered in their absence.

Sick Leave - Unless physically unable to do so, the employee must contact their supervisor within a reasonable time when you cannot attend work due to an unplanned illness.

Compensatory Leave - Employees who wish to use compensatory leave must do so without unduly disrupting District operations. Use of compensatory leave requires the employee's supervisor's prior approval.

### Leave Payouts

Vacation Leave - If the employee terminates employment, the employee will be paid for 100% of the employee's unused vacation leave. To be eligible, the employee must have worked the qualifying period. This payout will be based on your hourly rate at the time of termination.

Sick Leave - If the employee terminates employment with the District, the employee will be paid for 25% of the employee's unused sick leave. To be eligible, the employee must have worked the qualifying period. This payout will be based on the employee's hourly rate at the time of termination.

Compensatory Leave - If the employee terminates employment with the District, the employee will be paid 100% of the employee's unused compensatory time. This payout will be based on the employee's hourly rate at the time of termination or an average of the employee's hourly rate over the last three years, whichever is higher.

### Holidays

The District has established eleven (11) legal holidays for its employees. The designated holidays are as follows:

New Years Day  
 Martin Luther Kings Birthday  
 Presidents Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving Day  
 Christmas Day  
 General Election Day (alternate years)

Holidays falling within a period of sick or vacation leave are counted as holidays in computing vacation or sick leave. If a holiday falls on a Saturday, it is observed the preceding Friday. If a holiday falls on a Sunday, it is observed the following Monday. An eligible full-time employee who is scheduled for a day off on a day that is observed as a legal holiday will receive a day off with pay on the day preceding the holiday or on another day following the holiday within the same month. Eligible part-time employees will receive prorated holiday benefits, based upon the average number of hours worked per day, including holidays, during the pay period in which the holiday occurred.

Holiday pay is not considered as time worked for computing overtime.

An employee who is required to work during a holiday will receive their regular pay for those hours in addition to regular straight pay for the holiday.

### **Paid Military Leave**

An employee who is a member of the Montana National Guard or a member of the reserve corps or military forces of the United States and has been an employee of the District for at least six (6) calendar months, will accrue paid military leave at a rate of up to fifteen (15) working days in a calendar year and which may be used for performing military service. Military leave may not be charged against an employee's vacation leave time. Unused military leave may be carried over to the next calendar year but may not exceed a total of thirty days in any calendar year.

If an employee is called to active military duty or to Reserve or National Guard training, or if an employee volunteers for the same, copies of military orders must be submitted to the Fire Chief as soon as possible. A military leave of absence will be granted in accordance with applicable federal and state laws. Eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws.

For exempt employees, no deduction in pay may be made for temporary military leaves of up to three months, but the amount received by the exempt employee as military pay shall be offset against the amount of any pay due from the District. All other military leave for an exempt employee and all military leave for non-exempt employees are

without pay unless the employee is eligible for and has accrued paid military leave or chooses to use accumulated vacation leave time.

### **Maternity Leave**

The District grants a maternity leave of absence to female employees for a reasonable length of time, depending upon the needs of the District and the employee. Agreements must be made with the Fire Chief.

Employees may use accrued vacation and sick leave in order to receive compensation during the maternity leave. Additional time off is unpaid leave.

Prior to her departure, the employee must signify her intent to return to work at the end of her leave. If she has so indicated, the employee will be reinstated to her original position or to an equivalent position with equivalent pay and benefits, unless the District's circumstances have so changed as to make it impossible or unreasonable to do so.

If an employee is in an unpaid leave status during the maternity leave, the employee will accrue no benefits.

### **Administrative Leave**

Leave without pay of up to thirty days may be granted by the District in situations where, in the District's sole discretion, it is deemed in the best interest of the District and employee to grant such leave.

### **Jury Duty or Trial Witness**

If an employee is selected for jury duty, or is subpoenaed to serve as a witness, the employee has the option of receiving their normal pay or of charging their time off to vacation leave. If the employee elects to receive normal pay, the employee will not receive payment for hours served outside their regular work schedule and will be required to return any jury or witness fees they may receive to the District. This does not include any expense or mileage costs paid by the court. Employees must return to their next regularly scheduled work day or shift upon release from jury or witness duty.

### **Family and Medical Leave Act Leave**

Employees who qualify for leave under the Family and Medical Leave Act of 1993 (FMLA) may take a leave of absence of up to 12 weeks during the applicable 12-month period, or in some cases up to 26 weeks, during the applicable 12-month period. Except as set forth below, the 12-month period is measured forward from the date the employee's first FMLA leave begins.

**To Qualify:**

- a) The employee must have worked for the District at least 12 months or 52 weeks; and
- b) The employee must have worked at least 1250 hours during the 12-month period immediately preceding the date the leave would begin.

The 12-month period does not have to be consecutive months if the employee's break in service was less than seven years. If the employee's break in service was longer than seven years but was occasioned by military service, the employee may still qualify for FMLA leave.

In determining whether an employee has worked at least 1250 hours during a 12-month period, an employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service.

**Type of Leave:**

- a) Leave for the birth of a child and in order to care for that child;
- b) Leave for placement of a child with the employee for adoption or foster care;
- c) Leave to care for a spouse, minor child or parent with a serious health condition;
- d) Leave due to a serious health condition of the employee that makes the employee unable to perform the functions of the employee's job;
- e) Leave taken for a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and
- f) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, or next of kin of the servicemember.

Leaves taken for category (c), (d), (e), or (f) (if the serious injury or illness of the covered servicemember requires treatment by a health care provider periodically, rather than for one continuous period of time) may be taken intermittently or on a reduced leave schedule when medically necessary, but may not exceed the maximum leave available during the applicable 12 month period. Employees seeking leave for a serious health condition or because of the serious health condition of a family member should try to reach agreement with the District before taking intermittent leave or working a reduced hour schedule, so that the agency's operations will not be unduly disrupted. If an employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, or for leave granted under categories (a) or (b), the District may require the employee to temporarily transfer to an available alternative position offered by the District for which the employee is qualified, and that has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

Leaves granted for (a) and (b) must be taken within one year of the birth or placement of the child and may be taken intermittently, or on a reduced leave schedule, if the District agree, unless the leave is necessitated by a serious health condition related to the birth of a child or the child has a serious health condition.

If an employee qualifies for leave under (f), he or she is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a single twelve-month period. The "single twelve-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends twelve months after that date, regardless of how the twelve-month period is calculated elsewhere in this policy. If the employee does not utilize all 26 weeks of leave during the single twelve-month period, the remaining time is forfeited.

Employees taking leave under categories (c), (d), (e), or (f) must provide the District with a copy of a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate, within 15 days of a request from the District.

In the case of foreseeable leave, failure to provide certification within fifteen days may result in a denial of FMLA leave until the certification is provided. In the case of unforeseeable leave, failure to provide the certification within fifteen days, absent extenuating circumstances, may result in denial of FMLA leave until the certification is provided.

The District has the right to ask for a second opinion if it has reason to doubt the validity of a medical certification. The District will pay for the employee to get a certification from a second doctor, which the District will select. If necessary to resolve a conflict between the original certification and the second opinion, the District may require the opinion of a third doctor. The District and the employee will jointly select the third doctor, and the District will pay for the opinion. This third opinion will be considered final.

### **Requesting Leave:**

Except where leave is not foreseeable, all employees requesting FMLA leave must submit the request in writing to their supervisor.

When an employee plans to take FMLA leave, the employee must give the District 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practical. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the District's operations. When the need for FMLA leave is not foreseeable, an employee must provide the District notice as soon as practicable, or within three business days, whichever is sooner.



If an employee fails to provide notice as required by this policy, absent unusual circumstances, the leave request may be delayed or denied.

**Health Care Benefits on FMLA Leave:** While an employee is on FMLA leave, the District will continue to make the employer's contribution to the group health plan at the same level and under the same conditions as if the employee continued to work.

If the employee fails to return to work at the end of an FMLA leave, the District will require the employee to reimburse the District the amount it paid for the employee's group health coverage during the leave, unless the employee's failure to return to work is due to the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the control of the employee.

If the employee was paying for all or part of the health insurance premium prior to taking FMLA leave, the employee is obligated to continue to make such payments, either in person or by mail. Failure to make timely payments may jeopardize continued coverage.

**Pay During FMLA Leave:** Employees taking leave under the FMLA are required to utilize any vacation and sick leave time concurrently with and not in addition to FMLA leave. When allowable paid time has been used, the remainder of an FMLA leave will be without pay. Employees may not use paid time in addition to FMLA leave to extend the total leave beyond that allowed by the FMLA.

**Return to Work:** Except as otherwise allowed under the FMLA, employees taking leave under the FMLA will be returned to the same position the employee held when his or her leave commenced, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority. Before returning to work, an employee may be required to provide a "fitness for duty" certification.

### **Discipline and Corrective Action**

It is the policy of the District that employees who fail to perform job duties in a satisfactory manner, whose conduct disrupts the District's operations, who fail to meet the expectations or the goals of a plan of improvement, or who violate the District's procedures, policies, rules, code of ethics, or performance standards are subject to disciplinary action, up to and including termination.

Discipline shall be commensurate with the seriousness of the offense. For example, the District, at their discretion, may use corrective counseling or an oral warning before more severe disciplinary action is taken for routine performance deficiencies and lesser offenses. More severe disciplinary action, up to and including termination, will be taken for more serious offenses and repeated lesser offenses.



For purposes of this policy, “job-related reasons” means grounds for taking disciplinary action based on failure to satisfactorily perform job duties; disruption of the District’s operations, failure to meet the expectations or the goals of a plan of improvement; violation of the District’s procedures, policies, rules, standards of conduct, or performance standards; or other legitimate business reasons.

**Disciplinary Actions.** Each of the following disciplinary actions is independent of the other and will not necessarily be applied in the order listed. For example, depending on the severity of the offense, an employee may be terminated or suspended without having been warned or counseled, or may be terminated without having been placed on probation or suspended.

**Corrective Counseling.** Corrective counseling may be provided for job-related reasons. Corrective counseling should consist of a straightforward discussion with the employee about matters deemed to be a problem with work performance or behavior. Corrective counseling will be documented, and a copy of the documentation must be provided to the employee and placed in the employee’s personnel file.

**Verbal Warning.** A verbal warning may be given to an employee for job-related reasons. The nature of the problem will be explained to and discussed with the employee. The verbal warning must be documented, and a copy of the documentation must be provided to the employee and placed in the employee’s personnel file.

**Written Warning.** A written warning may be given to an employee for job-related reasons. The warning must be in writing and must contain a description of the specific conduct for which the employee is being warned, how the problem is to be corrected, and the consequences if the problem is not corrected. The employee must acknowledge receipt of a written warning with his/her signature and must be given a copy of the warning. Written warnings will be placed in the employee’s personnel file.

**Disciplinary Probation.** (Not to be confused with the probationary period for newly employed staff.) A disciplinary probation may be given to an employee for job-related reasons. The terms of a disciplinary probation must be in writing and must contain the specifics of the conduct for which the employee is being placed on probation, a plan of improvement the employee must follow to get off probation, the length of time of the probation, and the consequences for failure to meet the terms of the probation. The employee must acknowledge receipt of a disciplinary probation by his/her signature and must be given a copy of the disciplinary probation. Disciplinary probations will be placed in the employee’s personnel file.

**Suspension.** An employee may be suspended for job-related reasons. A suspension may be with or without pay and may result in dismissal or reinstatement with or without back pay. Exempt employees, however, may be suspended without pay only for a period of one or more weeks. The purpose of a suspension may be to provide an opportunity to conduct an investigation.

A suspension must be in writing and contain a description of the specific conduct or reasons for which the employee is being suspended. A copy of the document placing the employee on suspension must be given to the employee. The employee must acknowledge receipt of the document with his/her signature. The document will be placed in the employee's personnel file.

**Disciplinary Demotion.** An employee may be given a disciplinary demotion for job-related reasons. The terms of a disciplinary demotion must be in writing and must contain a description of the specific conduct or reasons for which the employee is being demoted. The employee must acknowledge the receipt of a disciplinary demotion by his or her signature and must be given a copy of the disciplinary demotion. Disciplinary demotions will be placed in the employee's personnel file.

**Termination.** An employee may be terminated for job-related reasons. Notice of a termination must be in writing. A copy of the notice must be given to the employee and will be placed in the employee's personnel file.

### **Records Maintenance**

Notices of disciplinary actions are permanently maintained in the employee's personnel file. Should the employee apply for another position within the District, or become subject to further disciplinary action, etc., prior disciplinary actions may be considered.

### **Grievance Procedure**

Grievances shall consist of matters of disagreement arising out of the employer-employee relationship where there is not an applicable policy, where there is believed to be a deviation from established policy, or where the policy is considered to be inappropriate. All disciplinary action may be subject to grievance, with the exception of corrective counseling and verbal warnings. Decisions to terminate a probationary employee, not to extend the term of a temporary employee, or not to renew a term employment contract are not grievable matters, and are not subject to the grievance procedure. A copy of this grievance procedure will be mailed to a terminated employee within three days of the employee's departure.

An employee who believes that he or she has a grievance must first discuss the grievance with his/her supervisor. A grievance must be discussed with the employee's supervisor within five working days after the occurrence of the subject matter of the grievance, or it is deemed to have been waived by the aggrieved party.

If the employee wishes to pursue the grievance after the initial discussion with his/her supervisor, the employee must submit the grievance in writing to the Fire Chief within 5 working days after the initial discussion. The employee shall explain the nature of the problem, the specific reason for the employee's dissatisfaction, and the employee's desired solution. In addition, the employee must submit a list of the names of others who have knowledge about the grievance and copies of any relevant documents. The

Fire Chief shall make a determination in writing within 20 working days after receiving the written grievance. The Fire Chief's decision is the final step of the grievance procedure, except as set forth below.

If the Fire Chief is the grieving employee's supervisor and the employee wishes to pursue a grievance after the initial discussion of the grievance, the employee must submit the grievance in writing to the Chair of the Board of Trustees at the following addresses: 4541 S. 3<sup>rd</sup> Ave. Bozeman, MT 59715, within ten working days of the initial discussion with the Fire Chief. The employee shall explain the nature of the problem, the specific reasons for the employee's dissatisfaction, and the employee's desired solution. In addition, the employee must submit a list of the names of others who have knowledge about the grievance and copies of any relevant documents. The Board of Trustees will consider the information submitted by the employee and allow the employee up to ten minutes to present his or her position to the Board. The Board may ask the parties questions and may request that additional information be submitted before a decision is made. The Board will discuss the matter and provide a response in writing within twenty (20) work days after it receives the written grievance. The Board's decision is the final step of the grievance process.

### **Employee Injury Report**

In case of an accident involving personal injury to an employee, regardless of how serious, management staff and the Fire Chief should be notified immediately. Failure to report accidents can result in a violation of conditions of insurance coverage and State laws, leading to difficulties in processing insurance and benefit claims. Injured employees must fill out a Worker's Compensation Report form and submit it as soon as possible to the Fire Chief. All injuries must be reported in a timely manner to avoid risk of claim denial.

### **Social Media and Social Networking Policy**

The Fire District acknowledges that use of technology by emergency service organizations provides several useful benefits including training and the acquisition of useful information for the betterment of the organization and its employees. It also allows for the dissemination of information to the public for recruitment, safety education and public relations purposes. As such, the Fire District embraces the usage of instant technology to those ends.

This policy establishes the Fire District's social media and instant technology use procedures and protocols which are intended to mitigate associated risks from the use of this technology where possible. This policy applies to all employees of the Fire District.

For the purposes of this policy, the term instant technology is defined as resources including, but not limited to, instant messaging, texting, paging and social networking sites such as Facebook, Myspace, LinkedIn, Twitter, YouTube and any other information sharing services, websites and/or blogs.

All District social media pages shall be approved by the Fire Chief or his/her designees. All social media content shall adhere to all applicable laws, regulations and policies including the records management and retention requirements set by law and regulation.

The Internet and other information sharing devices are global entities with no control of users or content. Therefore, available resources may contain material of a controversial nature. The Fire District is not responsible for information found on these sources. The Fire District understands the value of such technology, but also understands the concerns and issues raised when information is released that violates privacy concerns or portrays this organization to the public in an illegal or negative manner (intentional or unintentional.) Therefore, no information, videos or pictures gathered while on Fire District business (this includes emergency calls, meetings, details, trainings or anything obtained on Fire Department property or at department functions) may be shared or posted in any format without the approval and written consent of the management staff.

Under this restriction, employees are prohibited from disseminating or transmitting in any fashion photographs, statements and/or identifiable images of individuals receiving emergency medical assistance. Any such transmission violate Montana State Laws and the HIPAA privacy rights of such individuals and may result in a criminal and/or civil proceeding being commenced against employees violating this provision of the policy. This policy is not intended to limit your right to freedom of speech or expression; but as we are a public entity, it has been put in place to protect the rights of the Fire District, its members and the public we are sworn to protect

The Fire District owns the right to all data and files in any District computer, network, cell phone or other information system. The Fire District also reserve the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as any and all use of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic messages sent and received using Fire District equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by the District at all times. The Fire District has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with policy and state and federal laws.

**EMPLOYEE MANUAL ACKNOWLEDGMENT**

I certify that I have received a copy of the Employee Manual for the Rae Fire Service Area and the Sourdough Rural Fire District. I understand that it is my responsibility to read and ask questions if necessary regarding this manual and its policies. I understand that this document does not constitute a written contract for employment and that no one other than the Boards of Trustees through the Fire Chief has the authority to enter into such a contract.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



# Hyalite Rural Fire District

## Procurement Policy

**DRAFT JUNE 23, 2020**

### DOCUMENT INFORMATION

<b>Document Type:</b>	Board Policy
<b>Document Number:</b>	2020-001

### VERSION CONTROL

Version	Approved By	Approved Date	Summary of Changes
1.0	Policy Subcommittee		<ul style="list-style-type: none"> <li>Create first draft</li> </ul>
2.0	Policy Subcommittee		<ul style="list-style-type: none"> <li>Create second draft</li> </ul>

### PURPOSE, BACKGROUND, & DISCUSSION

The fundamental purpose of policy is to assure that when purchasing goods and services district residents are getting the “biggest bang for their buck” and that preferential (i.e., non-competitive) treatment is not extended to any provider.

The HRFD is under no legal obligation to use a formal bidding process when procuring goods and services. However, the Trustees believe public trust, transparency, and accountability are enhanced by adhering to a practice of securing competitive bids for most all goods and services the department purchases, whenever practical. Below we provide examples of conditions unique to the fire services that caution against a “one size fits all” approach creating a procurement policy.

This policy explains the situations in which a formal bidding process must be used (and the procedure to be followed) and why, in some cases, a less formal process is acceptable and serves the public interest. It also describes situations in which purchasing may be exempt from this policy and how, in those cases, the public interest is served.

The District’s annual operating budget supports the normal operations of the department including the purchase of equipment. All budget items are reviewed and monitored when district financial statements are presented during regular board meetings.

Trustees believe it is important not to “micromanage” the annual operating budget while at the same time recognize our fundamental financial oversight duties do not end with the creation and approval of annual budgets. Ultimately it is our responsibility to assure resident’s tax dollars are spent as efficiently and effectively as possible.

However, there may be instances in which our residents are disadvantaged by this policy, specifically when there is an immediate need to purchase goods and services in the midst of a public safety emergency such as a wildfire. In such cases, the board recognizes department operations would be comprised, and hence taxpayers ill served, if our procurement policy constrained the chief from purchasing needed goods and service without either (a) permission from the board or (b) engaging in a competitive procurement process.

There are trade-offs inherent when crafting any policy. Restricting the chief’s ability to act in emergency situation, to advance the interest of district residents, would be a case of letting “the perfect be the enemy of the good.” Fundamentally, this policy seeks to balance proper financial oversight with operational flexibility, recognizing both attributes serve the public interest.

## **POLICY**

### **I. Sole Source Procurement**

Due to the nature of the of the fire services industry, frequently the department finds a limited pool or single source of suppliers for particular goods and services. The chief may engage in sole source procurement at his discretion if:

- There is only one source for the goods or service items.
- Only one source offers acceptable or suitable goods or service items.
- The good or service item sought must be compatible with current equipment (e.g., radios), other goods and services, or standard practices (e.g., training and/or operations) of the department.
- Events demand the immediate purchase of goods and services to maintain service and operational continuity.

The chief will report on such incidents at the next regular board meeting.

## **II. Competitive bids WITHOUT using a Request for Proposals (RFP)**

When purchasing goods and services between \$10,000 and \$80,000 the chief will seek competitive bids and may do so without using an RFP process, as described in Section III.

Further, there are circumstances, for example the recent purchase of new SCBAs (air packs), which exceed the \$80,000 threshold but do not require an RFP process. This is because, as explained above, the department often finds a limited pool or single source of suppliers for particular goods and services. In this example, competitive bids were obtained from the only two manufactures of the equipment and the interests of district resident were protected.

The chief will report on such incidents at the next regular board meeting.

## **III. Competitive bids using a Request for Proposals (RFP)**

A formal RFP process is most appropriate when seeking to replace capital items e.g., trucks, to engage in new construction and when undertaking significant maintenance of existing capital infrastructure, e.g., replacing a roof. In short, these are “big ticket” items, and circumstances in which any reasonable person would seek bids from qualified respondents.

In these situations, the Board will seek to deliver the best value for residents through a standard RFP process. RFP may be designed by department staff or their contractors (e.g., an owner’s representative) consistent with [MCA 18-4-303](#) and will be publicly advertised (noticed) consistent with [MCA 7-1-2121](#). Bids will be opened at a properly noticed meeting of the board.

## **IV. Selecting the Most Responsive Bid**

Every reasonable effort will be made to acquire the best value and quality through competition. In some cases, the best value may not be the lowest purchase price. The Board will select the bid, that in their judgement, represents the best value to district taxpayers. This includes, but is not limited to, quality, reputation, serviceability, maintenance, cost of operation, warranty, suitability for particular purpose, integration with existing equipment and operations, and other considerations.



## **Hyalite Rural Fire District**

### **Fire Chief's Report**

**July 2020**

Prepared by: Fire Chief Jason Revisky

1. The Hyalite Fire Department has responded to 258 calls in 2020 (as of 7/01/2020).
2. Our current roster is at 46 members (effective 7/01/2020).
3. We currently have 8 resident firefighters living at the Sourdough Fire Station.
4. We have re-instated staffing at the Cottonwood Fire Station.
5. We still have 3 resident renters at the Rae house.
6. We have started a new recruit class with 5 recruits.
7. Wildland BBQ report - \$783.96 received in donations.
8. Signage Update.
9. We have experienced no firefighter injuries or significant mechanical breakdowns in the last month.
10. Apparatus update.