
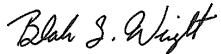




**NORTHERN WAKE FIRE DEPARTMENT
STANDARD OPERATING PROCEDURES**

TITLE: Employee Leave	SECTION/TOPIC: PERSONNEL
NUMBER: 200-10	ISSUE DATE: 7/1/17
REVISION DATES: 7/14/17, 10/24/17, 10/30/17, 9/1/18, 4/16/19, 7/1/19, 1/29/21, 3/8/21, 8/27/21, 2/1/22, 2/24/22, 01/01/23,1/11/2023	APPROVED BY:  Gary Vickerson PRESIDENT – BOARD OF DIRECTORS  Blake S. Wright FIRE CHIEF

PURPOSE

This Standard Operating Procedure establishes how leave will be administered within the organization.

SCOPE

- A. This Standard Operating Procedure applies to all full-time and part-time employees of the Northern Wake Fire Department and volunteers where applicable.

PROCEDURE

A. Vacation Leave Accrual – All Full-Time Employees

1. Vacation leave is a benefit provided to full-time employees.
2. Full-time employees, immediately upon employment, will accrue vacation leave at a rate based upon years of service as outlined in the following tables:

40 Hour Employee

Months of Service	Hours Earned Monthly	Hours Earned Annually
1-23	8	96
24-59	9.33	112
60-119	11.33	136
120-179	13.33	160
180-239	15.33	184
240+	17.33	208

12 Hour Employee

Months of Service	Hours Earned Monthly	Hours Earned Annually
1-59	9.33	111.96
60-119	11.33	135.96
120-179	14.02	168.24
180-239	16.08	192.96
240+	18.16	217.92

24 Hour Employee

Months of Service	Hours Earned Monthly	Hours Earned Annually
1-23	11.25	135
24-59	13.08	157
60-119	15.92	191
120-179	18.75	225
180-239	21.50	258
240+	24.33	292

3. Employees may accumulate vacation leave as it is earned.
4. An employee, who has worked or is in “pay status” at least one-half his/her normally scheduled working hours for the current pay period, will earn vacation leave for that pay period.
5. The vacation leave accrual rate is based on the employee’s length of service within the organization.
6. In “pay status” means an employee’s regular wages is greater than zero.
7. Vacation leave may be accumulated by the employee, without any applicable maximum, until approximately January 15th of the upcoming calendar year.
8. Effective with the Fair Labor Standards cycle ending on or before January 15th, any accrued vacation leave in excess of 240 hours, will be converted to the employee’s sick leave balance.
9. Employees may use converted sick leave in the same manner as accrued sick leave.
10. Upon separation from the organization, the employee may be paid a lump sum payment for accumulated vacation leave, not to exceed 240 hours.
11. In case of death, the employee’s estate will be a lump sum payment for accumulated vacation leave, not to exceed 240 hours.
12. Lump sum payments will be calculated based upon the employee’s base hourly rate of pay.

13. An employee who without good cause, fails to give 2 weeks written notice of resignation, will forfeit their lump sum vacation leave payment.
14. The Northern Wake Fire Department will not accept vacation leave transfers from another employer.

B. Vacation Leave Use – All Full-Time Employees

1. Vacation leave is a benefit provided to full-time employees.
2. Vacation leave will be scheduled when it is convenient for both the organization and the employee.
3. Vacation leave for 40 hour per week employees will be taken in 4-hour blocks.
4. Vacation Leave for 12 hour per day employees will be taken in 6-hour blocks.
5. Vacation leave for 24 hour per day employees will be taken in 6-hour blocks.
6. If requested vacation leave negatively impacts the organization's service delivery and/or minimum staffing levels, the Battalion Chief may not approve or may cancel requested vacation leave.
7. Same station, same shift Captains and Lieutenants cannot both be approved for vacation leave during the same period unless the Battalion Chief can balance the organizational needs of staffing each station.
8. Employees may use vacation leave in lieu of sick leave if approved by the Battalion Chief.
9. An employee requesting vacation leave, will issue a request through the organization's records management system and this request will directly notify the Battalion Chief.
10. The Battalion Chief will attempt to arrange coverage for the requested vacation leave.
11. Once coverage is arranged and the requested vacation leave is approved, the employee will receive an email notification from the organization's records management system, stating approval.
12. A maximum of (2) shift employees will be granted Vacation leave each day.
13. Vacation leave requests for single or two-day occurrences must be submitted in the organization's records management system by the 15th of the month prior to the requested vacation leave.

- a) Full-Time employees will be allowed to request (1) Special Single Vacation Leave occurrence per calendar month outside of the requirements of this section.
 - b) The Battalion Chief will only approve this request if he/she can arrange coverage and can balance the organizational needs of staffing each station.
14. Vacation leave requests for 3 or more consecutive days must be submitted in the organization's records management system at least 30 days prior to the requested vacation leave.

C. Sick Leave Accrual – All Full-Time Employees

- 1. Sick leave is a benefit provided to full-time employees.
- 2. Sick leave may be used in cases of personal illness, disability or related examination or treatment of an employee or his/her immediate family.
- 3. Full-time employees, immediately upon employment, will accrue sick leave at the following rates:
 - a) Employees working 40 hours per week will earn 8 hours of sick leave monthly.
 - b) Employees working 12 hours per day will earn 8.26 hours monthly.
 - c) Employees working 24 hours per day will earn 11.25 hours monthly.
- 4. Employees may accumulate sick leave as it is earned.
- 5. An employee, who has worked or is in "pay status" at least one-half his/her normally scheduled working hours for the current pay period, will earn sick leave for that pay period.
- 6. In "pay status" means an employee's regular wages is greater than zero.
- 7. Sick leave is not compensable to the employee in any terminal leave payments when an employee separates from employment.
- 8. Accumulated sick leave shall be counted toward computing creditable service credit in accordance with the North Carolina Local Government Employees' Retirement Systems regulations.
- 9. One month retirement credit is allowed for each 20 days or any portion of accumulated sick leave.

10. For employees working 40 hours per week, 8 hours of sick leave will equal 1-day.
11. For employees working 12 hours per day, 8.26 hours of sick leave will equal 1-day.
12. For employees working 24 hours per day, 11.25 hours of sick leave will equal 1-day.
13. Sick leave shall be cumulative with no maximum accumulation.

D. Sick Leave Use – Full-Time Employees

1. Full-time employees requesting sick leave, will notify their Direct Supervisor, no later than 1-hour prior to his/her shift change on the date in which they are scheduled to report to work.
2. If their Direct Supervisor is unavailable, the full-time employee will notify the Battalion Chief. no later than 1-hour prior to his/her shift change on the date in which they are scheduled to report to work.
3. Employees may take sick leave in hourly increments.
4. No employee will be granted sick leave in excess of the amount accumulated.
5. Sick Leave may be granted for:
 - a) Illness, injury, or disability which prevents an employee from performing his/her duties
 - b) Medical appointments
 - c) Illness of a member of the employee's immediate family, defined as spouse, parent, child (including step relationships) and any other dependents who live in the household.
 - d) Death of a member of the employee's immediate family, defined as spouse, parent, sibling, child, grandparent, grandchild, including step and in-law relationships.
6. Employees found abusing sick leave may be subject to discipline up to and including dismissal from employment.
7. Excessive absenteeism is defined as more than 10 occurrences of sick leave in a given calendar year.
8. The level of absenteeism will be evaluated in light of all relevant factors, including nature of the illness and previous level of absenteeism.

9. The Battalion Chief may require a physician's statement or other proof that the employee was unable to work due to personal illness, family illness or death in the family.
10. If an employee has exhausted their sick leave, vacation leave or may be used.
11. If an employee has no sick leave or vacation leave available and cannot work due to sickness, the Fire Chief will determine the employee's continued status.
12. The determination of the employee's continued status may include leave without pay or dismissal from employment.
13. The employee must exhaust all annual leave accruals prior to taking leave without pay.
14. Northern Wake Fire Department does not offer "light duty".

E. Vacation and Sick Leave - Part-Time Employees

1. There is no accrued vacation or sick leave for part-time employees.
2. If a part-time employee is sick and unable to work their scheduled shift, they will notify the Battalion Chief no later than 1 hour prior to his/her shift assignment.
3. The Battalion Chief may require a physician's statement or other proof that the employee was unable to work due to personal illness, family illness or death in the family.
4. If a part-time employee suffers from an off duty extended illness or injury, the situation will be evaluated by the Battalion Chief on a case-by-case basis regarding continued part-time employment.

F. Military Leave – Full-Time Employees

1. All requests for military leave, training, or active-duty assignment, along with a copy of the employee's military orders, will be presented in writing to the Battalion Chief thirty (30) days prior to the leave or active duty.
2. Paid military leave, up to a maximum of 96 hours each fiscal year, will be granted to members of the uniformed services for:
 - a) State or Federal Active duty for extended periods of time.
 - b) Periodic active duty for training (annual training or special schools, including an authorized training program for the National Disaster Medical System)
 - c) Inactive duty training (e.g. drills – usually on weekends)

- d) Required physical examination relating to membership in the uniformed services.
- 3. Additional military leave needed for training (beyond the 96 hours) will be charged to vacation leave or leave without pay at the discretion of the employee.
- 4. When a military obligation is less than 31 days in length, an employee is authorized to request eight 8 hours recuperation time, before and after performance of military duties or military training.
- 5. Recuperation time may be charged to the 96 hours paid military leave, leave without pay, or vacation leave.

G. State or Federal Active-Duty Leave – Full-Time Employees

- 1. When ordered to State or Federal active duty, or as an intermittent disaster response appointee upon activation of the National Disaster Medical System, the following will apply for each period of involuntary service for extended periods of time:
 - a) Employees will receive 96 hours of pay based on the employee's current annual salary.
 - b) After the 96-hour period, personnel will receive differential pay for any additional period of involuntary service.
 - c) Differential pay will be the difference between military basic pay and the employee's salary if military pay is the lesser.
 - d) The employee will submit verification of their military pay earnings to receive the differential pay.
 - e) The employee may use accumulated vacation leave prior to the start of the differential pay.

H. Benefits During Extended Active Duty – Full-Time Employees

- 1. Service Credit and Promotions
 - a) During the period of extended active duty, whether receiving full pay, differential pay, or no pay; the employee will not incur any loss of service credit.
 - b) Any associated promotional eligibility will be maintained as if the employee did not leave employment, provided all requirements for promotion are met (assessments, tests, etc.) upon return.
 - c) If fire department promotions occur during the active-duty period, whereby the employee would have otherwise been eligible, the employee will be administered a comparable promotional testing process upon return to service (if desired by the employee).

- d) The employee will be promoted or appointed in accordance with their final scores, as compared with the original score of other candidates, for the next available position in the rank applied for.

2. Longevity

- a) If eligible, the employee will continue to be paid longevity payments during the period of active duty.

3. Leave

- a) The employee will continue to accumulate sick and vacation leave while on active duty.
- b) If the employee does not return to fire department employment, vacation leave earned while on active duty will be paid in accordance with the vacation leave procedure.
- c) Per department policy, ~~holiday and~~ sick leave is not paid upon separation of employment.

4. Retirement

- a) Retirement contributions will be paid as a percentage of the differential pay (if any), consistent with the existing employer contribution method and percentages.

5. Health Insurance

- a) After the 96-hour initial leave period, employees will be offered participation in the individual and family health insurance program of the fire department while on active duty up to 24 months.
- b) If elected by the employee, payments for the premium will be made by the employee to Northern Wake Fire Department.
- c) If the employee elects to not continue the coverage, they have the right to be reinstated to the department's health plan without any delay, once active duty is completed, and they are re-employed.

I. Re-Employment after Extended Active Duty – Full-Time Employees

- 1. Following authorized active duty, an employee must re-apply to the position vacated.
- 2. Re-employment will be provided:
 - a) If the employee submits a timely notice of their return-to-work eligibility.

- b) If the employee has not been separated from military service with a disqualifying discharge or under other than honorable conditions.
3. Any employee who is re-employed from authorized active-duty military leave will be paid at the salary rate for which the employee would have been eligible if the employee had not gone on active duty.
4. The salary rate will include all merit raises the employee would have otherwise received if not on active duty.

J. Jury/Court Duty – Full-Time Employees

1. Employees required by summons to report for jury duty or who are impaneled as a juror or alternate juror, will receive their regular pay during the time period directly related to jury duty not to exceed 40 hours per week.
2. Before jury duty pay can be issued, the employee must present to the Battalion Chief, proof of attendance from the presiding court.
3. Upon release from jury duty, employees must return to their assigned work location.
4. Employees failing to return to work during upon release from jury duty will be subject to disciplinary action.

K. Unauthorized Leave

1. Employees failing to report for duty or failure to remain at work as scheduled will be placed on unauthorized leave of absence and will not be in “pay status” during this time.
2. Unauthorized leave of absence constitutes abandonment of duties and may result in dismissal.

L. Administrative/Educational Activity Leave - All Members

1. Members may submit a written administrative/educational activity leave request to the Battalion Chief for any activity that is relevant to the current position classifications and/or services offered by the organization.
2. Upon approval of the Battalion Chief, the Battalion Chief will submit a recommendation to the Deputy Chief of Operations and the Deputy Chief of Training for their consideration based upon cost-benefit, station staffing and budgetary capacity.
3. Approval of overnight stays will take into consideration the location of the administrative/educational activity and the distance to/from the member’s home address.

4. Approved members receiving expense reimbursements from an outside agency (NFA, OSFM, etc.) will not be eligible for additional reimbursement from the organization.

M. Shift Exchange Program

1. The Shift Exchange Program is designed to allow full-time shift employees another option for attaining fill-in coverage when last minute leave is desired by the full-time shift employee and back-fill is not possible.
2. Within the shift exchange program, no work time will be traded, banked, or left unused by any full-time shift employee.
3. The Battalion Chief will manage the shift exchange program through the organization's records management system.
4. The organization's records management system will be used to track full-time shift employee exchange requests.
5. The organization's records management system will automatically update the on-line duty calendar with the name of the full-time shift employee scheduled to work.
6. Full-time shift employees must exchange a minimum of 12-hour shift blocks of time:
 - a) 12-hour per day employees (6am-6pm)
 - b) 24-hour per day employees (7am-7pm) or (7pm-7am)
7. All full-time shift exchanges must be completed within the same work week (Sunday-Saturday)
8. Each full-time employee will only be allowed to initiate 2 shift exchanges per month.
9. 12-hour full-time shift employees will only be allowed to exchange shifts with other 12-hour full-time shift employees.
10. 24-hour full-time shift employees will only be allowed to exchange shifts with other 24-hour full-time shift employees.
11. It will be the responsibility of the full-time shift employee initiating the shift exchange and the Battalion Chief approving the shift exchange to assure that the those involved in the shift exchange meet the needs of the organization on the day that they are working.

12. If the Shift exchange occurs on a scheduled Holiday, the full-time shift employee that is working during the recognized hours of the Holiday, will receive Holiday pay compensation, not the full-time employee that was originally scheduled to work the recognized hours of the Holiday.
13. If a full-time shift employee fails to report to duty for an approved Shift Exchange, the employee will be charged leave and will be disciplined for failure to report to duty as required.

P. Travel and Reimbursements – All Members

1. All reimbursement requests and receipts must be submitted to Administration within 30-days of the activity.
2. Approved members will use a departmental vehicle for travel if a vehicle is available.
3. If a departmental vehicle is not available, the Battalion Chief may approve for the member to use his/her personal vehicle for travel.
4. If the member uses his/her personal vehicle, he/she will be reimbursed for the mileage from the members home address to the destination and back to the members home address.
5. Mileage reimbursement will be based upon the standard mileage rate published by the State of NC.
6. For approved overnight stays, meals and lodging will be reimbursed to the member based upon the following table and the presentation of itemized receipts:

Expense	In-State	Out of State
Breakfast	\$ 9.00	\$ 9.00
Lunch	\$11.80	\$11.80
Dinner	\$20.50	\$23.30
Lodging (actual, up to)	\$78.90	\$93.20
Maximum Allowed Daily	\$120.20	\$137.30

7. Reimbursements, in excess than the rates stated in the above table, may be approved of the Fire Chief or his/her designee, based special circumstances.
8. If the activity is held on an employee’s scheduled workday, the Battalion Chief may issue the employee administrative work credit for his/her scheduled work hours or administrative work credit for the actual contact hours of the activity, whichever is greater.

9. Based upon the location of the activity, the Battalion Chief may require an employee to return to work following the completion of the activity.
10. If the activity is mandated by the department and is held on an employee's non-scheduled workday, the Battalion Chief will issue the employee administrative work credit for the actual contact hours of the activity.
11. If the activity is not mandated by the department and is held on an employee's non-scheduled workday, no administrative work credit will be granted for the hours of the activity. (Class required for promotion)
12. No work time will be credited for an employee's travel to and from the approved activity location.