

# NEWCASTLE FIRE PROTECTION DISTRICT

## POLICY MANUAL

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**POLICY TITLE**      **INCIDENT DEPLOYMENT RULES OF ENGAGEMENT APPROVED 6/19/2019**

**POLICY NUMBER**      **2-025**      **DRAFT 11/10/2021**

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If possible, the District will send an engine company, single resource, or overhead any place, any time, when requested by another agency. Our first priority will always be to maintain minimal acceptable coverage within our home unit. In time of extreme need, the District will deploy, if possible, multiple engine companies, single resources or overhead out of district at the same time.

### **OPERATIONAL AREA/SURROUNDING OPERATIONAL AREAS**

This is typically an initial attack response and may be in the form of a request for single or multiple resource. Placer County Mobilization Guide identifies resources pre designated for in-county deployments. Volunteer and part-time staff may be used to augment personnel as needed and if available. The Duty Chief shall have the latitude to adjust staffing as necessary, both for home unit coverage and deployed resources.

### **OUT OF COUNTY**

1. Minimum staffing will include an ENGB, ENOP, FFT2
2. An Initial Attack Deployment may require a rapid response directly to the scene.
3. An Immediate Need Deployment may require forming up prior to scene and may be Code 2 or Code 3 depending on incident needs.
4. A Planned Need Deployment may be filled with on duty personnel or substituted with off duty personnel based upon agency needs and available staffing
5. The Duty Chief shall have the latitude to adjust staffing as necessary, both for home unit coverage and deployed resources.

### **PROCEDURE**

1. Refer to the Placer County Mobilization Plan for deployment procedures, code of conduct and general information.

### **GENERAL**

1. Personnel responding on a strike team should be prepared to be on assignment for fourteen (14) or more days. Depending on the needs of the district, strike team, employees and county. The Chief may authorize extending the assignment greater than fourteen (14) days, but not to exceed 21 days.
2. While waiting to respond, all personnel will help prepare the unit (i.e.: put ice, drinks

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- and food on board. Check for H.T.s, maps, fuel card, motor oil, cell phone, brief case, etc.).
3. The Officer in command of the unit will contact the district on a daily basis when possible, and keep a log of mileage, materials used, expenses, etc. (a logbook is located in the brief case).
  4. The ENOP will perform daily checks of the unit and document them according to department procedure (the form is located in the brief case).
  5. The crew will act professionally at all times as they are representing the District.

### REIMBURSEMENT

- ~~1. Volunteer and Firefighter Intern personnel will not be reimbursed, but will qualify for the per diem incidental allowance (see below).~~
21. District Full-Time personnel will be paid their usual base wage/salary by the district, including overtime (if applicable).
- ~~3. Part-time personnel will be reimbursed at their regular rate of pay and overtime (if applicable).~~
42. All documentation of hours worked and paperwork for reimbursement will be submitted to the District Manager.
5. **PER DIEM INCIDENTAL ALLOWANCE**  
~~All Volunteer and Firefighter Intern personnel will receive a per diem allowance for incidentals at a rate of \$495 per 24-hour period. This per diem rate shall be paid per 24-hour period or any portion thereof that the district is being reimbursed by a local, state or federal agreement. The incidental per diem shall be paid on all days that a Volunteer or Firefighter Intern were not regularly scheduled and compensated by a separate per diem allowance. The incidental per diem shall be paid to both Volunteer and Intern Firefighters committed to a local, state or federal incident or by staff that provides backfill in support of those who are committed to a reimbursable incident.~~
3. Volunteer personnel are not paid unless they are deployed on an incident that is reimbursed by either a State or Federal agency. The volunteer will receive the amount reimbursed to the District for the position filled by the volunteer on the incident.

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### CONDUCT

1. On incidents, the accepted uniform is the Department Work Uniform. You are expected to maintain professional grooming standards at all times.

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2. You are representing The Newcastle Fire Protection District and many people have worked countless hours to build excellence in our reputation. Participation is a privilege and you are considered on-duty from the time you leave until you arrive home.
3. Failure to comply with these Rules of Engagement or the Policies and Procedures of The Newcastle Fire Protection District may result in loss of individual resource Red Card privileges and or disciplinary action in accordance with district policy.



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### REIMBURSEMENT

1. District Full-Time personnel will be paid their usual base wage/salary by the district, including overtime (if applicable).
2. All documentation of hours worked and paperwork for reimbursement will be submitted to the District Manager.
3. Volunteer personnel are not paid unless they are deployed on an incident that is reimbursed by either a State or Federal agency. The volunteer will receive the amount reimbursed to the District for the position filled by the volunteer on the incident.

### CONDUCT

1. On incidents, the accepted uniform is the Department Work Uniform. You are expected to maintain professional grooming standards at all times.
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## Catastrophic Leave

### 1043.1 PURPOSE AND SCOPE

The catastrophic leave policy of the District is designed to assist employees who have exhausted paid time credits due to a serious or catastrophic illness, or injury of the employee or his/her immediate family. This policy allows other employees to make grants of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

### 1043.2 DEFINITIONS

#### Eligible Employee:

To be eligible to receive donated catastrophic leave, the employee must meet all of the following criteria:

- Be an active full-time employee.
- Have exhausted all leave balances (sick leave, holiday time and vacation) and applied for leave without pay due to the catastrophic illness or injury of the employee or the employee's immediate family member.
- Have provided the required documentation to verify a catastrophic illness or injury of the employee, or the employee's immediate family member.
- Have the leave of absence approved by the Fire District.

#### Immediate Family Members:

Immediate family members include employee's spouse, registered domestic partner, children, step children, foster children, or parents. For purposes of this section, the definitions contained in Labor Code section 233 for "child" and "parent" shall apply.

#### Catastrophic Injury or Illness:

To be eligible under this program, the employee must: be unable to work due to serious illness or injury for more than 30 days within a twelve month period; or be in his or her first twelve months of employment.

### 1043.3 TIME DONATED

- (a) Donated leave will be calculated on a dollar for dollar basis. The value of the donated time will be calculated at the donating employee's regular rate of pay, then converted to hours of sick leave at the recipient's regular rate of pay to the nearest hour to determine the number of hours of sick leave available to the recipient.
- (b) Names of participant and amounts of leave donated will be maintained as strictly confidential. Requests to donate leave shall be pending until approved by Administration.

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## *Catastrophic Leave*

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- (c) Donating employees must donate a minimum of eight (8) hours of vacation or holiday time. Sick leave may not be donated.
- (d) Time donated will be converted based on 56 hour or 40 hour work week.
- (e) Once donated, leave will not be returned, except as specifically set forth in this policy.

### **1043.4 USE OF CATASTROPHIC LEAVE**

- (a) The recipient employee's use of donated leave must not cause the employee to receive compensation in excess of his or her gross regular pay.
- (b) The recipient employee may simultaneously receive compensation workers' compensation, long-term disability, state disability, Social Security, or other income replacement sources so long as money received does not exceed 100% of gross regular pay when combined with the donated leave pay. If a qualifying injury/illness is later found to be qualified industrial injury/illness, the recipient employee will be required to pay all money received under this program which would result in pay in excess of 100% of gross regular pay for the period in question. Any such excess will then be reimbursed as leave to the employees who originally donated the leave. The recipient employee may be required to sign an agreement prior to receipt of any funds under this program consenting to repayment pursuant to this policy, or consenting to a lien upon any Workers Compensation award as a condition of receipt of these funds.
- (c) While the recipient employee must have exhausted all available leave time prior to using donated leave time, the approval to receive donated leave time may be made and provisionally approved, subject to the anticipated exhaustion of leave.
- (d) Signed medical verification from a treating physician, including work-related prognosis, must be provided by the recipient employee to the Fire District. The recipient employee may be required to authorize the release of medical records to, and submit to an examination by, a physician selected by the Fire District for a second opinion to verify that the qualifying illness or injury is "catastrophic" as defined in this policy. The determination by the Fire District as to whether or not an illness or injury is catastrophic will be final and binding and not subject to grievance procedures. The Fire District may require periodic medical verification of the employee's catastrophic illness or injury to determine continued eligibility for this program.
- (e) All information regarding the recipient's participation in the program will remain confidential to the extent allowed by law.
- (f) A recipient employee is eligible to receive a maximum of 1,000 hours of donated leave time for the employee's catastrophic illness or injury incident, and a maximum of 480 hours for an employee's immediate family member's catastrophic illness or injury incident; however, the initial receipt of leave time is limited to 100 hours. Once the recipient's sick leave balance drops to 50 hours then an additional donated leave can be added to the recipient's account up to the 100-hour limit.

- (g) Unused sick leave hours remaining in the recipient's leave bank when the recipient employee returns to work with the Fire District will be retained by the recipient and will follow normal sick leave balance provisions of the applicable MOU and/or personnel rules.
- (h) If, however, the recipient employee separates from employment as a result of the illness or injury for which the donation was received instead of returning to work, any sick leave balance remaining will not be reportable to PERS under the sick leave credit program and will not be payable to the employee or the employee's estate. Such remaining sick leave balance will be transferred back on a pro-rata basis to the employee(s) who donated the leave as the original type of donated leave (i.e. vacation, compensatory time).

## **1043.5 SALARY AND BENEFITS**

- (a) The employee will continue collecting a salary while receiving donated time.
- (b) The Fire District will continue paying the employees benefits while receiving donated time.
- (c) When or if donations are no longer available, the employee will revert to leave without pay status and benefits will end on the last day of the month following the last pay period using donated time.