

## **INTRODUCTION TO THE PERSONNEL POLICY GUIDELINES MANUAL**

The Personnel Policy Guidelines Manual is a guide to the Fry Fire District's basic personnel practices and procedures. This manual contains general statements of the District personnel policy and may not include the fine details of each and every policy.

This manual is not a part of any employment agreement with the District and any statements shall not be construed as creating an express or implied contract. Rather, this is an information resource designed to provide guidelines as to the obligations and duties of District employees.

For purposes of administering the policies set forth in this manual, Standard Operating Procedures may be developed and adopted to outline the procedures required for implementation and/or administration of such policies.

### **GUIDELINES**

- 1) These policies are issued by the authority of the Board of Directors of the Fry Fire District, who has delegated the authority to administer these policies to the Fire Chief.
- 2) The Board of Directors shall have the authority to adopt, amend or repeal these Personnel Policies. The Fire Chief may submit recommendations for such action to the Board of Directors.
- 3) Additionally, the Fire Chief has the authority to adopt and administer Standard Operating Procedures or Guidelines that are supplementary to, but not inconsistent with, the policies set forth in this manual.
- 4) Each supervisor shall have a copy of the Personnel Policy Guidelines Manual available for use by any employee. Additionally, the manual may be available on-line on the District's website.
- 5) Questions concerning policy interpretation and application shall first be directed to the immediate supervisor. Further assistance in clarification of policy or resolution of a policy concern shall be referred to the Administrative Manager or the Fire Chief.
- 6) For purposes of this Personnel Policy Guidelines Manual, the use of gender specific pronouns has been avoided whenever possible. However, where such avoidance would have led to awkward or cumbersome language, the masculine pronoun may be used. This use shall be considered to refer to both genders.
- 7) For purposes of simplification, the Fry Fire District may be referred to within this manual as "FFD" or as "the District." Additionally, the Board of Directors may be referred to as "the Board" or "the Fire District Board."

- 8) The term “supervisor” is intended to include either a suppression or administrative employee who directly supervises an employee.
- 9) It is the duty of all employees of the District to familiarize themselves with the contents of this manual and to comply with the policies set forth within it. Additionally, it is the responsibility of each employee to ensure that when referencing the manual, it is verified to be the most current version.

# **EMPLOYMENT PRACTICES**

## **EQUAL EMPLOYMENT OPPORTUNITY**

### **I. PURPOSE**

To preserve an employment environment that is free from all aspects of illegal discrimination.

### **II. SCOPE**

This policy applies to all employees of the District and all applicants for employment.

### **III. POLICY**

The FFD shall maintain a policy of nondiscrimination with regard to all employees and applicants for employment. There shall be no discrimination or bias because of race, color, religion, sex, age, national origin, disability or any basis prohibited by statute. All aspects of employment with the District shall be governed on the basis of merit, competence, and qualifications. The District is the final judge of the suitability of all candidates for employment.

The District shall comply with the applicable provisions of the Americans with Disabilities Act of 1990 by guaranteeing equal opportunity to individuals with disabilities. The District prohibits discrimination against “qualified individuals with disabilities” in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It also applies to recruitment, advertising, length of service, layoff, leave, fringe benefits, and all other employment-related activities.

### **IV. COMPLAINT PROCEDURE**

An employee or job applicant who feels he has been treated unfairly, or discriminated against in any way, or is aware of the possibility that someone else has been discriminated against, is required to notify a District representative via one of the following options:

- A. The employee’s immediate supervisor, or
- B. The next higher level of management above the immediate supervisor, or
- C. The Administrative Manager, or
- D. The Fire Chief.

If the complaint is against the Fire Chief, the employee or applicant also has the option to notify the Chairman of the Fire Board.

Regardless of who receives the initial complaint, the Fire Chief shall be notified as soon as is reasonably possible by the person receiving the initial complaint.

Investigation and handling of the complaint of alleged discrimination shall be handled as a highly sensitive personnel matter. All communications regarding this subject shall be kept in confidence to the greatest extent possible, understanding that the investigative process may require some additional discussion.

Any employee, who, in good faith, brings forth a complaint of discrimination, shall be free from any form of retribution or reprisal on the part of management or other employees.

## **EMPLOYMENT-AT-WILL**

### **I. PURPOSE**

To establish the nature of the employment relationship between the Fry Fire District and its' employees.

### **II. SCOPE**

This policy applies to all employees of the District, with the exception of the Fire Chief.

### **III. POLICY**

It is the policy of Fry Fire District that employees are employed at the will of the District for an indefinite period. By virtue of this policy, it is understood that one's job may terminate at any time at the will of the District or at the will of the employee, with or without cause, without liability, and with or without notice.

### **IV. GUIDELINES:**

- A) Any employee who has a separate, individual employment contract for a specific, fixed term of employment would be an exception to this policy.
- B) Only the Fire District Board is authorized to modify this policy or to enter into any agreement contrary to this policy.
- C) The Employment-At-Will policy shall not be modified by any oral statements, statements contained in this manual or any other employment-related documents. No document shall create an express or implied contract of employment for any definite period of time or for any terms or conditions of employment.
- D) Successful completion of any orientation or probationary period or the first or subsequent performance evaluation periods shall not impact an employee's status as an employee-at-will.
- E) Under the terms of employment-at-will, nothing contained in this manual or other employment related documents shall restrict the District's right to change the terms or conditions of employment or to terminate an employee, with or without just cause.

- F) Statements of specific grounds for termination set forth in this manual or elsewhere are not all inclusive and are not intended to restrict the District's right to terminate an employee.

## EMPLOYMENT CATEGORIES

### I. PURPOSE

To help provide guidelines for uniformity and equity in applying personnel policies and benefits.

### II. SCOPE

These categories and definitions apply to all employees of the District.

### III. POLICY

The District shall maintain standard definitions of employment status and shall classify employees for purposes of personnel administration and related payroll transactions according to the following definitions.

### IV. DEFINITIONS

**Exempt** – Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and are exempt from overtime pay requirements.

**Non-exempt** – Employees whose positions do not meet FLSA exemption tests and are paid a multiple of their hourly wage for overtime hours worked (Note: Fire Suppression personnel receive overtime compensation for hours in excess of 212 hours per 28-day work period; non-exempt support staff personnel receive overtime for hours in excess of 40 hours per seven-day period).

**Probationary** -- New employees who have not yet completed the designated initial probationary period.

**Suppression personnel** -- Employees whose primary function is emergency incident response.

**Full-Time** – Employees who, on a regular, continuous basis, may be scheduled to work 40 hours or more per seven-day period as non-exempt support personnel or 212 hours or more per 28-day work period as suppression personnel.

**Part-Time** – Support staff employees scheduled to work less than 40 hours per seven-day pay period on a regular, continuous basis.

**Reserves** – Emergency response personnel who are used on an as needed basis to fill suppression openings or to respond to incidents as required by call demand.

**Temporary** – Employees who are hired or appointed for a specific project or for a specific, limited time period.

**Contract** – Employees whose work hours, position, duties, benefits, and terms and conditions of employment are subject to and governed by individual contract.

## **EMPLOYMENT OF RELATIVES**

### **I. PURPOSE**

To prevent problems of supervision, safety, security, and morale that could potentially arise from employment of relatives; additionally, to ensure that District officials comply with Arizona Revised Statute 38-481.

### **II. SCOPE**

This policy applies to all employees of the District. The policy shall apply only to employees' regularly assigned position. Additionally, this policy shall apply to any official holding office, whether elected or appointed.

### **III. POLICY**

Applications for employment from relatives (as defined below) shall be considered with other qualified applications when personnel vacancies occur. However, some restrictions in job placement shall apply to help prevent problems of supervision, safety, security, and morale.

### **IV. DEFINITION**

Relatives are defined as an employee's spouse or domestic partner, or anyone within the following relationships, either with the employee or the employee's spouse: father, mother, stepfather, stepmother, son, daughter, stepson, stepdaughter, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew.

#### **I. GUIDELINES**

The following guidelines shall apply regarding the employment of relatives:

- A. Relatives may not regularly work for the same immediate supervisor.
- B. Relatives may not regularly directly supervise their employed relatives, unless approved by the Fire Chief.
- C. No official of the District shall appoint or vote for the appointment of a relative, as defined above, or by the definition provided in the Attorney General's Opinion 77-115.
- D. If, during the course of employment, two employees become related, resulting in a conflict to this policy, consideration shall be given to adjusting the work assignments. The Fire Chief shall review each

situation on an individual basis and determine the necessary adjustment to the work assignment of the individuals involved.

## IMMIGRATION REFORM CONTROL ACT (IRCA) OF 1986

### I. PURPOSE

To comply with a Federal employment law in ensuring that the identity and employability of all persons employed by the FFD have been reviewed and approved as regulated by the Immigration Reform Control Act of 1986 (IRCA).

### II. SCOPE

This policy applies to all employees of the District and begins on their first day of employment.

### III. POLICY

Any new employee shall provide the District with documentation that provides proof of identity and employability as required by IRCA law. Such documentation shall be provided on or before the first day of employment, or employment may not commence.

### IV. DOCUMENTATION

All employees shall be required to show proof of both identity and employability. Documents that are acceptable for each category are listed as follows:

#### **Identity and Employability**

1. United States Passport
2. Certificate of U.S. Citizenship, INS Form N-560 or N-561
3. Certificate of Naturalization, INS Form N-550 or N-570
4. A current foreign passport
5. Alien Registration Receipt Card or Resident Alien Card, INS Form I-151 or I-551, provided it contains a photograph
6. Temporary Resident Card, INS Form I-688A
7. Employment Authorization Card, INS Form I-688A

#### **Identity**

1. State-issued Driver's License or Identification Card
2. School Identification Card with Photograph
3. Voter Registration Card
4. U.S. Military Identification Card or Draft Record
5. Identification Card issued by Federal, State or Local Government Agency or Entity
6. Military Dependent Identification Card
7. Native American Tribal Document

8. U.S. Coast Guard Merchant Marine Card
9. Driver's License issued by a Canadian Government Authority

### **Employability**

1. Social Security Card without work restrictions
2. Unexpired Re-entry Permit INS Form I-327
3. Unexpired Refugee Travel Document INS Form I-571
4. Certification of Birth issued by the Department of State, DOS Form FS-545
5. Certification of Birth Abroad issued by the Department of State, DOS Form TS-1350
6. Original or Certified Copy of Birth Certificate issued by a State, County or Municipal Authority bearing a seal
7. An Employment Authorization Document issued by INS
8. Native American Tribal Document
9. U.S. Citizenship Identification Card INS Form I-197
10. Identification Card for use by Resident Citizens in the U.S., INS Form I-179

## **V. GUIDELINES**

- A. The employee shall complete the employee portion of the Employment Eligibility Verification Form (INS I-9), attesting to the employee's identity and eligibility to work in the United States.
- B. The Administrative Manager or another designated representative shall complete the employer's portion of the Employment Eligibility Verification Form (INS I-9), certifying that the employee has presented original documents attesting to the employee's identity and verifying that the individual is authorized to work in the United States.
- C. The District representative shall not photocopy documents, but rather shall only examine the documents and shall accept such documents provided that the authenticity of such documents appears intact.
- D. If the individual is unable to provide appropriate documentation, the Fire Chief shall provide notification that the individual is no longer eligible for employment with FFD.
- E. All I-9 forms are to be maintained in a central file in the Administration Office, separate from employee personnel files. I-9 forms shall be maintained in the file for a minimum of three years from the date of hire and for at least one year beyond the date of the employee's termination, whichever is the longer period.

- F. The District shall comply with the electronic verification requirements for employment eligibility as required by state and/or federal law.
- G. The District shall comply with all requirements for inspection of records by the Immigration and Naturalization Service, or any other governmental authority deemed to have the authority to inspect such records for purpose of enforcement of the provisions of IRCA.

## **RECRUITMENT AND SELECTION**

### **I. PURPOSE**

To maximize District efforts and resources in the recruitment and selection process in order to identify the best applicants available.

### **II. SCOPE**

This policy applies to the recruitment and selection of all positions within the District's Classification Plan, with the exception of the position of Fire Chief. The Fire District Board of Directors has the authority to select and appoint the Fire Chief.

### **III. POLICY**

When a position vacancy occurs, the Fire Chief or his designated representative shall coordinate a recruitment, examination, assessment, and selection program designed to identify the most capable individual for the position, without regard to race, sex, color, age, national origin, religious affiliation or disability.

### **IV. GUIDELINES AND PROCEDURES**

#### **POSITION AND EXAMINATION ANNOUNCEMENTS**

- A. The Fire Chief or his designated representative shall review with the supervisor the position opening, the job description, position requirements, and any other pertinent information related to the position vacancy. The Fire Chief shall give final approval to the minimum requirements established for the position, on the premise that circumstances may at times drive some variation in the specific requirements for that particular position vacancy.
- B. Upon notification of a position vacancy, first consideration shall be given to any possibilities of internal promotion or internal transfer requests. If an eligibility list does not already exist, a promotional examination process may be administered in order to create such a list.
- C. Based upon the hiring needs, the Fire Chief or his designated representative shall prepare an official position and examination notice and activate appropriate recruiting sources and processes.
- D. Public notice of all position announcements and entry-level examinations for initial employment with the District shall be published in the Administration Office and in the fire stations. Such announcements shall

be posted for a minimum of five days. Additionally, at the discretion of the Fire Chief, a classified advertisement may be placed in at least one newspaper of general circulation.

- E. Announcements shall include the following information:
1. Title of the position
  2. Overview of the essential duties and responsibilities
  3. Salary range
  4. Minimum qualifications
  5. Application procedure, including the final date for filing application
  6. Description of the examination process

### **APPLICATION PROCESS**

- F. All applicants shall be required to complete and submit an application form in order to be considered for employment. The Fire Chief or his designated representative shall screen incoming applications to identify candidate qualifications.
- G. All applicants shall be notified of their approval or rejection for participation in the examination process. Such notification shall occur at least one week prior to the date of the commencement of the examination process. Those applicants approved for the examination shall receive notification of the date, time, place, and conditions of the testing.
- H. The Fire Chief or his designated representative shall have the authority to reject an applicant for the following causes:
1. Lack of minimum qualifications or requirements as set forth in the position announcement;
  2. Falsification of information or material omission of information in the application process;
  3. Failure to successfully pass a physical exam, including drug screening, or a background review, including motor vehicle records and criminal conviction history;
  4. Prior employment with FFD that resulted in a status of ineligibility for rehire.

### **EXAMINATION PROCESS**

- I. The Fire Chief or his designated representative shall be responsible for the administration of the examination processes.

- J. Upon recommendation by the Fire Chief, the Board of Directors may authorize the use of either a contract agency for examination administration or the cooperative participation of FFD in joint examination with other jurisdictions.
- K. Any pre-employment examinations shall be job-related so as to assess the candidate's ability and suitability to meet the job requirements.
- L. The examination process for all positions shall be a competitive process.
- M. In the event of a position *above* entry level, a competitive internal examination shall be administered, unless the Fire Chief determines that there are not sufficient numbers of qualified internal candidates to meet the needs of the District. In such instance, the position shall be subject to an open competitive process, also allowing external applicants to be considered.
- N. Internal examinations shall only be open to those employees who have successfully completed their initial probationary period.
- O. Examinations for any positions being held on an open competitive basis may include any of the following components: application screening, written examination, physical abilities test, oral interview or assessment center.
- P. Internal examination processes may include any of the following components: review of minimum qualifications, written examination, practical skills evaluation, oral interview, assessment center, review of job performance and attendance.

## **EXAMINATION SCORING**

- Q. The minimum passing score for all examinations shall be determined by the Fire Chief. Failure of any portion of the examination process may be grounds for failure of the entire examination process.
- R. In the event of a combination examination process, the Fire Chief or his designated representative shall determine the relative value or weight of each portion of the examination. Any portion of the examination may be designated as "qualifying only", indicating that such portion shall be on a pass/fail basis to determine the candidate's eligibility to continue in the examination process.
- S. Any veteran of the armed forces of the United States separated from the armed forces under honorable conditions following more than six months of active duty shall, in the final determination of scoring, be given a

veteran preference of five percentage points over persons other than veterans. This shall be added to the grade earned by such veteran only if the veteran earns a passing score without preference.

- T. Additionally, there will be a ten-percentage point preference for any veteran who has a service-connected disability or according to the definitions of the Americans With Disabilities Act, is considered to be disabled. This preference shall also be given to the spouse or surviving spouse of the following: a veteran who dies of a service-connected disability, a member of the armed forces who is listed with the secretary of defense as missing in action, or a person who has a total permanent disability resulting from a service connected disability or who died while such disability was in existence.

## **ESTABLISHMENT OF ELIGIBILITY LISTS**

- U. Those applicants who successfully pass the examination process shall be placed on an eligibility list. The Fire Chief or his designated representative shall determine the ranking of this list, based upon the order of their final examination grade. If two or more candidates have the same final grade, they shall be ranked in order of their scores in that portion of the examination that was more heavily weighted. Preparation of the eligibility list shall be carried out according to the policy entitled "Employment Eligibility Lists." In the case of internal candidates, if a tied score remains, the candidate with the greater seniority in the current position shall be ranked ahead of the other. In the case of external candidates, if a tied score remains, the candidates shall be ranked in alphabetical order.
- V. In the event that the examination process does not yield an eligibility list or a successful candidate, the Fire Chief or his designated representative shall either repeat the process or in the case of an internal examination, open the process to outside applicants.

## **ADDITIONAL SELECTION PROCESSES**

- W. The Fire Chief or his designated representative shall conduct background investigations and reference checks on all potential applicants prior to any offers of employment being extended. This shall be done to verify past employment history, educational background, criminal record, and/or driving record, and to secure personal and professional references. This step shall only be taken if the applicant has submitted a signed application form and a release form allowing the District to conduct a background investigation.

- X. Although prior criminal convictions shall not automatically disqualify an applicant for employment, a background investigation shall be thoroughly reviewed and the Fire Chief shall make an appropriate determination on an individual case basis.
- Y. The Fire Chief may use his discretion in selecting the final candidate for the position from the eligibility list.
- Z. New hire job offers shall be extended contingent upon successful completion of a medical/physical examination and a drug screening. If the examination determines that the individual does not successfully pass these examinations, the offer shall be withdrawn.
- AA. On or before the new employee's first day of employment, all necessary new hire paperwork shall be completed. At such time, the employee shall be required to comply with the provisions of the policy entitled "Immigration Reform and Control Act (IRCA) of 1986." Additionally, employees shall be subject to fingerprinting, as required by state statute.
- BB. All employees shall be required to take a loyalty oath prescribed by the District affirming that one will support and defend the constitution of the United States and the State of Arizona.
- CC. New employees shall be oriented to their position, the department, and the District as a whole. The orientation shall be the joint responsibility of the supervisor and a representative of the Administrative Office.

## **NOTICES AND REVIEW OF WRITTEN EXAMINATION RECORDS**

### **I. PURPOSE**

To allow applicants the opportunity to review their own written examination results and have a means to request a District review of the written examination process.

### **II. SCOPE**

This policy applies to all applicants participating in a FFD written examination.

### **III. POLICY**

It is the policy of FFD to allow applicants the opportunity to review their written test results and submit a request for review in the event that they believe an item to be invalid.

### **IV. GUIDELINES**

- A. Candidates may review their written examination papers within five days of the date on which the examination results were posted or mailed. The Fire Chief or his designated representative shall be present to oversee such review.
- B. If a candidate wishes to protest an item, the candidate shall submit a written protest to the Fire Chief within three working days of the date on which the examination was reviewed. The Fire Chief or his designated representative shall determine the validity of the protest, as well as whether or not the candidate's score shall change. Additionally, the Fire Chief or his designated representative shall determine if the change affects other candidates as well. In such event, the examination records of all other affected candidates shall be modified.
- C. No items from the test may be copied upon inspection. Any attempt to do so shall result in cancellation of eligibility for that particular test, as well as possible elimination for future testing processes.
- D. Upon final rating of the examinations, all candidates shall be notified of their test results as well as possible subsequent placement on the eligibility list.
- E. All applications and examination results records shall be maintained for the life of the employment list. Upon expiration of the examination

review/protest period, the examination materials (questionnaire booklets and answer sheets) may be destroyed.

## **EMPLOYMENT ELIGIBILITY LISTS**

### **I. PURPOSE**

To establish the source from which positions are to be filled.

### **II. SCOPE**

This policy applies to all positions with the District, with the exception of the position of Fire Chief.

### **III. POLICY**

It is the policy of the FFD to follow the guidelines of the Recruitment and Selection policy in the establishment of Employment Eligibility Lists and to use such lists for the purpose of filling vacant position openings.

### **IV. GUIDELINES**

- A. Within five working days after completion of the examination process, including the review period, the names of successful candidates shall be placed on a ranked eligibility list based upon the candidates' final grades, with the highest grade placing first on the list and following in descending order. Only the ranked eligibility list shall be posted; all numerical scores shall be kept confidential.
- B. An eligibility list for a given classification shall remain in effect for a period determined by the Fire Chief. In the event of a layoff, an employee who has been placed on layoff status shall be placed at the top of the eligibility list for their designated classification. A new test shall be administered on an as needed basis.
- C. At the Fire Chief's discretion, an eligibility list may be extended for a period of six months from the date of expiration.
- D. In the event that an eligibility list has only one name more than the number of position vacancies, the Fire Chief or his designated representative may elect to order a new examination process in order to certify a new list.
- E. An individual's name may be removed from an eligibility list in the following circumstances:
  - 1. If the eligible applicant fails to respond within five working days after receipt of a registered letter advising of selection for employment.

2. At the eligible applicant's written request.
  3. If the eligible applicant has refused a job offer from the list on two separate occasions.
  4. If the applicant is rejected according to Guideline IV – Application Process “H” of the Recruitment and Selection policy.
  5. Failure to maintain good standing in their existing employment with FFD.
- E. Those applicants on an eligibility list shall be responsible for notifying the District's Administration Office of any change in address or availability so as to be able to receive notification of appointment.

## **SPECIAL APPOINTMENTS**

### **II. PURPOSE**

To provide a method to fill a short-term employment need and to adequately compensate an employee who is acting in a different capacity than that for which the employee is normally compensated.

### **III. SCOPE**

This policy applies to all employees, with the exception of the Fire Chief.

### **IV. POLICY**

In order to meet a non-regular employment need, an employee may be appointed to a position of higher rank on either a temporary or an acting basis. In such event, the employee's pay shall be adjusted to the same rate of pay that the employee would receive if promoted to that position.

### **V. GUIDELINES**

- A. In the event of a short-term employment need, temporary appointments are to be made by the Fire Chief or his designated representative. In the case of a vacancy in the Fire Chief's position, the Board of Directors shall make the appointment.
- B. Temporary or acting appointments shall be made from an existing eligibility list. If such a list is unavailable, the appointment shall be made from other qualified individuals from a different rank, as determined by the Fire Chief or his designated representative.
- C. In the event an employee is off duty or serving in a temporary appointment, the Fire Chief or designated appointing authority may authorize another employee to serve in an acting appointment role.
- D. Unless otherwise designated, any employee serving in a temporary or acting appointment shall have all the authority and responsibilities for the assumed position.
- E. If the appointment is for longer than two full consecutive pay periods, the employee's base rate of pay shall be increased in the same manner specified for a regular promotion. However, an employee shall not be compensated at a base rate that exceeds the lowest employee regularly assigned to that higher level position, exclusive of any incentive pay. Any incentive pay or benefits normally received by the employee shall not be affected by the temporary or acting appointment.

- F. The length of the appointment shall be specified at the time of the appointment and shall not be for more than six months, unless renewed by the Fire Chief. The length of the appointment may be adjusted according to operating needs. The Fire Chief shall advise the Board of Directors of such extension.
  
- G. Upon completion of the designated time of appointment, the individual shall:
  - 1. Be returned to the previous position and salary, or
  - 2. Have the special appointment extended for another specified time period, or
  - 3. Via the promotional process, be promoted to the position in which they have been performing. In such event, the time of service shall not be applied to the required promotional probationary period or seniority within the rank.

## **PHYSICAL EXAMINATIONS**

### **I. PURPOSE**

To ensure that prospective and current employees meet the minimum physical standards for the position they perform.

### **II. SCOPE**

This policy applies to all current or prospective suppression employees, as well as to any other employees who may be required to work in a compromised atmosphere (i.e. Fire Investigator).

### **III. POLICY**

It is the policy of FFD to require physical examinations prior to employment and periodically thereafter, in order to ensure that employees are physically capable of fulfilling the essential functions of the position to which they are assigned.

### **IV. GUIDELINES**

- A. All job offers to potential employees shall be made contingent upon the applicant passing a physical examination.
- B. The potential employee shall be required to undergo a physical examination with the District's designated medical provider.
- C. In the event the individual does not pass the physical examination, the offer of employment shall be withdrawn.
- D. In order to ensure the physical standards continue to be met, suppression employees and other employees who may be required to work in compromised atmospheres shall be required to undergo an annual physical examination in order to ensure that the employee continues to meet the physical standards for the position.
- E. In order to ensure that an employee is fit for duty, all employees shall be required to report the use of any prescription medications, and any over-the-counter medications that could produce a side effect that may alter the employee's ability to perform the job in a safe manner.
- F. The results of the physical evaluation and/or examination shall be maintained in the employee's medical file, maintained separately by the Infection Control Designee, as per the policy entitled "Personnel Records."

- G. In the event that an employee does not pass a physical examination, he shall be relieved of duty. The employee shall be required to use sick leave or annual leave (whichever is appropriate), unless the appropriate leave accrual is depleted, at which point the time off shall be without pay.
- H. In the event a current employee does not pass the first physical examination, the employee shall then be sent for a second medical examination. If it is further determined that the employee has not passed and it is determined that the employee is unable to meet the physical requirements of the current position, the Fire Chief shall consult with the District's designated physician to determine if any feasible measures are available to return the employee to a point of meeting the physical requirements. In such event, the Fire Chief shall establish, based upon the physician's recommendation, a timeframe and the suggested methodology necessary to allow the employee to meet the physical requirements of the job.
- I. If another position is available and the employee meets the minimum requirements, the employee may be offered the opportunity to interview and test for such a position.
- J. If another position is unavailable and the employee's medical problems are not attributable to a work-related injury or illness, employment shall be terminated, or if eligible, subjected to PSPRS retirement procedures.

## **PROBATIONARY PERIOD**

### **I. PURPOSE**

To complete the employee selection process by providing a period of on-the-job work experience, by which both the new employee and the District may evaluate the suitability of employment on a regular basis. Additionally, to provide an opportunity for the District and a newly assigned or promoted employee to evaluate the suitability of a new position.

### **II. SCOPE**

This policy applies to new employees of the District and to newly promoted employees.

### **III. POLICY**

New employees or employees who are newly promoted shall serve a twelve month probationary period. This period is used to determine whether the employment relationship should continue.

If at any point during the probationary period, the District determines, in its sole discretion, that a satisfactory performance cannot be achieved through a reasonable amount of training and coaching, the employee shall be terminated or, in the case of a promoted employee, returned to his former rank.

### **IV. GUIDELINES**

- A. In some cases, newly hired suppression personnel may be placed in a training academy prior to the onset of their probationary period. Upon successful completion of the academy, the employee shall begin to serve the probationary period as defined below.
- B. During the probationary period, the employee shall receive periodic *informal* verbal performance evaluations from the supervisor. A formal written performance evaluation will be provided after six months and at the end of the twelve-month probationary period.
- C. Upon satisfactory completion of the probationary period, employees are then subject to the standard performance review process.
- D. Upon failure of any portion of the probationary period requirements, as determined by an employee's supervisor and with the approval of the Fire Chief, an employee's probationary period may be extended for a period of up to an additional twelve months for the purpose of further evaluation. In

such a case, the employee shall receive a minimum of two additional performance evaluations.

- E. If, during the course of the *initial* probationary period, the supervisor determines that the employee is not suitable for the job, the employee may be informed that employment is being terminated. Any such decisions shall be approved by the Fire Chief and handled in accordance with the policy entitled "Termination of Employment." Such action shall be defined as a release for unsuccessful completion of the probationary period and shall not be considered a dismissal for cause, nor shall it be subject to any rights of appeal.
- F. If, during the course of the *promotional* probationary period, it is determined that the employee's performance is unacceptable, the employee may be returned to the position formerly held, if available, without a right of appeal.
- G. Successful completion of the probationary period in no way implies or guarantees employment with the District, nor does it affect the "at-will" status of employment with the District. Retention of an employee after a probationary period does not assure or suggest that employment will continue indefinitely or for any period of time.
- H. The normal disciplinary procedures may not apply during the probationary period; any infractions warranting severe disciplinary action may result in termination of employment.
- I. Probationary employees do not have rights as defined under the grievance and appeals procedures.
- J. Contract employees are subject to probationary rules during the first contract year. Extensions of contracts are subject to the terms of the contract.

## PERSONNEL RECORDS

### I. PURPOSE

To establish standards by which information contained in personnel records shall be managed to achieve accuracy, privacy, and legal compliance.

### II. SCOPE

This policy applies to all employees of the District.

### III. POLICY

It is the policy of the District to maintain all employee files according to all Federal and State record keeping requirements, as well as the following guidelines.

### IV. GUIDELINES

- A. **Changes** – All changes of address, telephone number, family status (i.e., birth, adoption, marriage, death, divorce, legal separation) shall be reported to the Administration Office within one week. An employee's income tax status and group insurance may be affected by these changes.
- B. **Personnel File Access** – Access to personnel files shall be restricted to the Fire Chief, the Administrative Manager, or a designated representative. Supervisors may be granted access to personnel files on a need-to-know basis.
- C. **Information Requests and Employment References** – Requests for information from employee files received from outside the District, including requests for references on former employees, shall be directed to the Fire Chief, the Administrative Manager or a designated representative.

**Note:** Supervisors and other employees may not provide letters of references for current or former employees.

### V. PROCEDURE

- A. **Telephone Inquiries** – Information shall be verified only by the Fire Chief, Administrative Manager or a designated representative, via telephone, but shall be limited to the following:
  - Date of hire
  - Date of termination
  - Most recent position held

**Note:** No other person is authorized to provide information via a telephone inquiry, unless previously authorized by the Fire Chief.

- B. **Written Inquiries** – If the request for information is in writing and signed by the employee or former employee, salary information may be verified in addition to the items set forth in Guideline V-A above. This verification shall only be in writing from the Fire Chief, Administrative Manager or a designated representative. A copy shall be retained in the employee's personnel file.
- C. **References with Written Approval** – With written approval from the current or former employee, salary, job chronology, and performance information may be released in writing only. This may be explained to separating employees in the exit interview.
- D. **Examination of an Employee File** – Inspection of an employee's personnel file may be accomplished at reasonable times during office hours under the following conditions:
  - 1. **Employee** – Upon request by an employee and in the presence of the Fire Chief or his designated representative, the employee may inspect the personnel file. Employees have the right to obtain only copies of any documents in the file that are signed by the employee as a condition of initial or continued employment.
  - 2. **Supervisor** -- A supervisor shall be allowed to review any performance related documents contained in the personnel file of an employee under his supervision. Such review shall be done in the Administration office.
  - 3. **Government Inquiries** – The District shall cooperate with Federal, State and local governmental agencies investigating an employee if the investigators furnish proper identification and proof of legal authority to investigate. The investigation shall be permitted on the District premises, but the investigator shall not be allowed to remove or reproduce this information without consent from the Fire Chief and the District's legal counsel.
- E. **File Retention** – The permanent or "central" file containing all employee information shall be maintained in the Administration Office. Originals of personnel records shall be maintained for a period of seven years after an employee's separation date. Supervisors shall maintain a "local" file with information relating to performance, emergency contact, certifications, etc. This file shall be transferred to the new supervisor in the event of an employee transfer.

- F. **Medical Files** – All medical files shall be maintained separately from the employee personnel files.
1. **Content** – Medical files shall contain any information related to an employee's medical or physical condition including but not limited to such items as: Physical Examination results, PSPRS Medical Review, Workers' Compensation reports, Drug Screen results, and Hazardous Materials Exposure reports.
  2. **Access** – Access to the medical files shall be restricted to the Administrative Manager, the Fire Chief or his designated representative.
  3. **Release of Information** – Medical information shall be released only upon written authorization of the employee or upon proper request from other persons or agencies that have legal rights to the information.

## PROMOTIONS

### I. PURPOSE

To assist and encourage employees to advance in status and position in keeping with their qualifications and experience as opportunities arise.

### II. SCOPE

This policy applies to all employees of the District.

### III. POLICY

In order to allow employees to grow and develop within their career path, FFD shall encourage and assist employees in seeking promotional opportunities as positions arise.

### IV. DEFINITION

**Promotion** is defined as an advancement of an employee from one position to another position in a higher classification with greater pay.

### V. GUIDELINES

- A. All employees are encouraged to seek advancement opportunities and to obtain promotional guidance from their supervisor and/or a Chief officer.
- B. Eligibility for promotion shall be determined by the employee's ability to meet the requirements of the vacant position. In addition, the employee must have maintained a satisfactory performance record.
- C. In screening, testing, and selecting candidates for promotion, management may consider attendance, work history, performance appraisal records, education, attitude, compatibility, responsibility, and any job-related qualifications.
- D. Depending upon the nature of the position, the Fire Chief or his designated representative may opt to conduct written examinations, skills assessments (practical evaluations), oral interviews, or any combination thereof. Positions requiring special skills, abilities or knowledge may be filled by direct appointment.
- E. If an eligibility list has been previously established for a position and the position becomes available, the Fire Chief may exercise his discretion in determining to whom the position will be offered.

- F. If an employee has been placed on an eligibility list, is offered a promotion, and subsequently rejects the promotion, the employee may remain on the eligibility list. If this occurs a second time and the employee rejects the promotional opportunity, the employee's name shall be removed from the list.
- G. When an employee is promoted to a position within a higher classification, his pay will be adjusted to the higher classification, provided that a 9% to 12.5% increase is realized.
- H. Upon promotion, the employee shall begin serving the twelve-month promotional probationary period.
- I. Upon promotion to a new position (Engineer and above), the employee is required to obtain his/her Paramedic certification within two years of appointment. This time frame may be extended by the Fire Chief depending on availability of class.
- J. If an employee does not satisfy the probationary requirements of a promotion and is returned to his original position or another position in the same classification level as the original position, his salary shall be adjusted to the same level received prior to promotion, plus any annual or other salary increase for which he may have otherwise been approved during his promotional probationary period.

## DEMOTIONS

### I. PURPOSE

To allow for the option of placing an employee in a position of lower classification status and pay if the employee is unable or unwilling to meet the requirements of the current position.

### II. SCOPE

This policy applies to all employees of the District.

### III. POLICY

It is the policy of FFD to consider the option of placing an employee in a position of lower classification status and pay if the employee is no longer suited for the current position or if it is necessary to prevent a layoff.

### IV. DEFINITION

**Demotion** is defined as the reassignment of an employee to a position of a lower classification status and pay.

### V. GUIDELINES

- A. An employee may request a demotion if he is no longer able or willing to carry out the duties of the current position. In the event that an employee makes such a request, it may only be considered if a position of lower rank is available, or if someone in the lower classification is eligible and willing to promote. In such a situation, the employee is not automatically given the position; at the discretion of the Fire Chief, the employee requesting the demotion may have to participate in the designated selection process.
- B. In the event that performance-related issues or disciplinary issues lead to a management decision to relieve the employee of the current duties, demotion may be an option. If such a determination is made, the employee's pay shall be adjusted at the discretion of the Fire Chief; the adjustment shall be a minimum of 5%. Such reduction in pay may not be below the minimum rate established for that position classification.
- C. In the event that a reduction in force were to result in a need to alter staffing, demotion may be a viable option to a layoff. If such a decision were made, the Fire Chief would determine those employees to be affected as well as the necessary pay adjustments.

## TERMINATION OF EMPLOYMENT

### I. PURPOSE

To aid in the timely and accurate processing of employees who are separating from service, consistent with positive employee relations' practices.

### II. SCOPE

This policy applies to all employees of the District.

### III. POLICY

Termination of employment occurs when an employee is permanently separated from employment at FFD for any of the following reasons: voluntary resignation, discharge, retirement, or reduction in force.

### IV. DEFINITIONS

- A. **Voluntary Resignation** – when an employee chooses to terminate employment with the District.
- B. **Discharge** – when the District initiates the termination due to unsatisfactory performance or conduct.
- C. **Retirement** – a voluntary separation, which, in the case of suppression personnel, usually includes qualification for benefits under the Public Safety Retirement System.
- D. **Reduction in Force** – a District-initiated action taken if it is deemed necessary to reduce staffing levels.
- E. **Expiration of Contract Period** – if a new contract is not offered by the District, employment shall be terminated

### V. GUIDELINES

- A. An employee who is voluntarily resigning from the District is requested to provide a minimum of two weeks notice prior to the last day of work. This act of courtesy shall be noted in the personnel file and shall be a consideration in future employment opportunities.
- B. An employee who is absent from work for two consecutive scheduled workdays without notification shall be considered to have voluntarily resigned employment with the District. In the event that mitigating

circumstances resulted in an employee's inability to provide contact with the District, the Fire Chief may determine otherwise appropriate action.

- C. Any termination initiated by the District shall be approved in advance by the Fire Chief.
- D. In the event that a position elimination were to result in a reduction in force, factors to be considered in the determination of who will be laid off will include, but not be limited to, the employee's length of service, performance, ability to do the job, and the needs of the Fire District; such determination shall be at the sole discretion of the Fire Chief and in conjunction with the Reduction in Workforce Policy.
- E. In the event of a District-initiated termination, final payment of wages and other accumulated hours due for annual leave and sick leave shall be paid to the employee within three working days, granted that all District property has been returned.
- F. In the event of a voluntary resignation or retirement, final payment of wages and other accumulated hours due for annual leave and sick leave shall be paid to the employee on the next regularly scheduled payday.
- G. Employees who leave the District in good standing may be considered for future rehire. Employees who resign without adequate notice or who are dismissed for unsatisfactory performance or conduct generally shall not be considered for rehire.
- H. Upon termination, the employee shall be required to return to the supervisor any property belonging to the District. If any District property in the employee's possession has been lost or damaged, the cost of replacing such property may be deducted from the employee's final paycheck. In such event, the amount shall not reduce the employee's earnings for the final pay period below the current minimum wage. Employees shall be responsible for making arrangements with the Fire Chief for repayment of any amounts that remain due.
- I. In the event of an employee separation due to retirement, disability or death, the employee (or his beneficiary) shall be allowed to keep the District issued uniform, helmet and badge. All other District issued equipment must be returned according to Guideline "H" above.
- J. An exit interview may be conducted on or before the employee's final day of work (see: Exit Interview Policy).
- K. The termination date shall be the last day worked by the employee. An exception to this would be if an employee does not return from a leave of

absence, at which point the termination date shall be the date the employee notifies the District of such intention.

- L. An employee separating from employment with the District and permanently separating from PSPRS-covered employment shall have the employee's PSPRS contribution refunded effective the date of termination. If the employee has more than five years of PSPRS covered service, a request may be made to have the employee's contributions remain on deposit. Such payments shall be made directly by PSPRS, not the FFD.
- M. In the unfortunate event of a death of an employee, the Fire Chief or his designated representative shall be responsible for initiating the disbursement of all wages and benefits due to the designated beneficiary.

## **VI. PROCEDURES FOR TERMINATION**

- A. Upon notification of termination, the employee's supervisor is required to complete a report containing a brief statement of facts relating to the termination and the signatures of both the employee and the supervisor.
- B. The supervisor shall send the completed form to the Administration Office for processing of a final paycheck.
- C. The supervisor should schedule a meeting with the employee and the Administrative Manager to make final pay arrangements, sign off on the PSPRS termination form, terminate employee benefits, etc.
- D. The supervisor may schedule a meeting with the employee and the Fire Chief or his designated representative for an exit interview.
- E. On the employee's last day of work, the supervisor shall collect all of the equipment/property/uniforms that have been issued to the employee. In order to accomplish this, the supervisor should review the personnel file to verify what the employee has been issued. Any items not returned shall be documented and submitted to the Administration Office. If the employee previously signed an agreement regarding the return of District-issued property, the value of the items shall be deducted from the final paycheck.
- F. Upon completion of the employee's final day of work, the final timesheet shall be completed and turned in to the Administration Office for processing of the final paycheck.

## **REDUCTION IN WORKFORCE**

### **I. PURPOSE**

To provide a consistent and equitable method of reducing or reorganizing the workforce as the result of reorganization, curtailment of operations, lack of funds, or budget constraints.

### **II. SCOPE**

This policy applies to all employees of the District; however, the standards vary based upon position assignment.

### **III. POLICY**

The Fry Fire District Board has the authority under A.R.S. §48-805 to separate an employee whenever it is necessary due to shortage of funds or work, abolishment of a position, reorganization, lack of work, or other material change in duties or the organization. Therefore a reduction-in-workforce decision should be reached only after measures such as a hiring freeze on vacant position(s), limits on purchasing and travel, retirement options have proven insufficient. Retention of employees in classes affected shall be based on systematic consideration, at a minimum, of the following factors:

1. Type of appointment
2. Relative efficiency
3. Actual or potential adverse impact of the diversity of the work force
4. Length of service

Neither temporary, probationary, nor trainee employees shall be retained in classes where employees with a permanent appointment (those who have satisfactorily completed a probationary or equivalent trial period) must be separated in the same or related class. The exception will be fulltime employees who are newly promoted and serving a probationary period in a higher classification.

### **IV. RESPONSIBILITY**

Fry Fire District shall develop written guidelines for reduction-in-force that meet its particular needs and provides assurance to employees that potential reductions shall be considered on a fair and systematic basis. These guidelines must be openly available for review by any employee of Fry Fire District and the public.

It is Fry Fire District responsibility to inform the employee of separation as soon as possible, and to inform the employee, in writing, of the reasons for the

reduction-in-force, their eligibility for priority reemployment consideration, applicable appeal rights, and other benefits available.

Fry Fire District must provide the employee with a minimum of thirty (30) calendar days official written notification.

## V. APPEALS

Discharge, demotion or layoff because of lack of work, reduction-in-workforce, reorganization or job elimination is **non-appealable**. An employee separated through a reduction in force may appeal that separation if it is alleged the separation is in retaliation for the employee's opposition to alleged discrimination on account of the employee's age, sex, race, color, national origin, religion, creed, political affiliation, or handicapping condition. Such an appeal may be made either through the human resource officer or may be filed directly to the Fire Chief, at the choice of the employee.

## VI. LEAVE

Vacation Leave: Employees may elect, subject to approval from the Fire Chief to exhaust vacation leave after their last day of work and be paid in a lump sum for the balance not to exceed 560 hours. If an employee had over 560 hours of vacation leave at the time of reduction-in-force, the excess leave shall be reinstated if reemployed within one year with Fry Fire District.

Sick Leave: Employees separated due to reduction-in-force shall be informed that their sick leave shall be reinstated if reemployed within one year with Fry Fire District.

## VII. GUIDELINES

The Fry Fire District guidelines for reduction-in-force should include, in addition to or in lieu of other factors, the following criteria:

1. Determination of the number of positions which must be deleted to meet the budgetary needs of the district
2. Determination of minimum staffing levels
3. The feasibility of eliminating entire programs or parts of programs
4. Identification of areas where the number of positions must be reduced or eliminated
5. Identification of positions to be eliminated to determine whether personnel can be interchanged or reclassified
6. The feasibility of a reduced paid scale across the board
7. The feasibility of reduced benefits, such as health insurance, life insurance, clothing benefits, educational expenses, and health club membership

8. Early retirement incentives, such as early buy-outs or cash bonuses for early retirement

## **LAYOFF SELECTION PROCESS**

Evaluation of employees subject to reduction-in-force by using the following criteria along with the point system chart (appendix A) where possible, and others where appropriate:

- a. Needs of fire district to deliver services
- b. Performance/Evaluation reports
- c. Relative skills, knowledge, productivity, and value of employees
- d. Length of service employees (employee with 10-years of service shall receive priority consideration over a employee with less than 10-years of service)
- e. Promotions
- f. Certifications
- g. Education
- h. Military service

## **RETURN OF DISTRICT PROPERTY**

Upon termination, the employee shall be required to return to his/her supervisor any property belonging to the Fire District on or before the last day of work. The supervisor shall collect all PPE, uniforms and property and verify that all property has been returned. Any items that were lost or damaged shall be documented as such and submitted to the Administrative Office.

If any property that was issued to the employee has been lost or damaged, the cost of replacing the property may be deducted from the employee's final paycheck. An employee will be responsible to sign a payroll deduction form to deduct those associated cost.

Employees shall be responsible for making arrangements with the Administrative Office for repayment of amounts that are due. The amount that is paid back or withheld shall not reduce the employee's earnings for the final pay period below current minimum wage, and shall be subject to the limitations required by the FLSA

## **HEALTH INSURANCE**

Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), all terminating full-time employees, with the exception of those terminated for "gross misconduct" are eligible for continuation of their health insurance coverage for a period of up to 18-months following their termination. Dependents may be covered for a period of up to 36-months within, within the stated guidelines.

All employees terminating their employment with the District will receive information regarding insurance options available to them, along with the amount of monthly premium required to be paid by the employee to continue their medical insurance.

It will be the terminating **employee's responsibility to pay 100%** of the full premium for COBRA coverage, plus a 2% administration fee. A check in the correct amount must be received by the District's designated HR specialist prior to the beginning of the premium month for coverage to be continued.

If the cost of medical coverage changes during the period of time the terminated employee is covered under the COBRA regulations, the amount of monthly premium payable by that employee will be adjusted to comply with the 100% requirement stated above.

Employees who have questions about their present or future rights and responsibilities under this law should contact the District's Human Resource Specialist.

Employees that have been laid off do not accrue vacation or sick leave during the lay off period nor do they earn retirement service credits. However, employees who are reemployed may have the same leave accrual rate they held immediately prior to the layoff, depending upon the length of separation of service

Credit for seniority will continue to accumulate during a layoff of 30-days or less. Employees that have been laid off for more than 30-days and recalled within one year from the date of the layoff will be credited with the years of service accumulated at the time of the layoff. If an employee is reinstated or reemployed the employee's anniversary date shall be adjusted by the length of the layoff period.

An employee separating from employment with the District and permanently separating from Public Safety Personnel Retirement System (PSPRS)-covered employment may have the employee's PSPRS contribution refunded effective the date of termination or if the employee has more than five years of PSPRS covered service the employee may make a request to have the employee's contributions remain on deposit. These payments shall be made directly by PSPRS on behalf of the employee.

The District shall make no contributions to PSPRS during the period of layoff. Service credit and contributions by the District for purposes of retirement shall begin effective as of the date of recall.

Employees on layoff who elected to withdraw their accumulated contributions may do so without forfeiting their right to recall, consistent with state law. Such employee who elects to withdraw his/her accumulated contributions shall forfeit all retirement credit for prior service and upon recall shall be considered as a new employee with respect to the retirement system. Employees on layoff who elect to not withdraw their accumulated contributions shall not receive any service credit toward retirement for the period of time while on lay-off.

## **LIFE INSURANCE**

An affected employee's basic life insurance benefit shall terminate on the effective date of termination/layoff.

## **DEFERRED COMPENSATION PLAN (Section 457):**

An employee, separated through termination/layoff, may elect to withdraw, rollover, or receive monies from his/her deferred compensation plan account, as governed by the terms of those plans, as amended from time to time.

## **RE-CALL/RE-EMPLOYMENT**

Employees who leave the District in good standing may be considered for future re-employment with the District. Employees who resign without adequate notice or who are dismissed for unsatisfactory performance or conduct shall not be considered for re-employment.

In the event of rehiring to fill vacancies created by retirements, resignations or the availability to increase in staffing, personnel will normally (but not necessarily) be recalled in the reverse order of the layoff process. Therefore, last out would normally be the first to be rehired.

Consideration shall be given to the Districts operational needs, employee classification or the employee's ability to perform the job when selecting the re-hiring of personnel.

Employees on layoff status shall be placed on a recall list and will be eligible for recall for up to 12-months or until staff determines the layoff is permanent, whichever occurs first. Following the 12-months of layoff, an employee will no longer be eligible for recall and the layoff will be considered permanent.

If an employee chooses to remove his/her name from the recall list, the employee will lose the rights to be recalled. Employees on the recall list will be required to keep the district current with contact information such as home phone and home address, failure to do so will eliminate their recall rights.

An employee has 14-days to respond to a recall notice after receipt of the notice or its attempted delivery. An employee who does not respond to the notice during the specified time period will be removed from the recall list and will no longer have any recall rights.

Employees should report to HR if want their name removed from the recall list.

Employees recalled to their former position within 12-months of layoff shall be compensated at the rate of pay they would be entitled to had the layoff not occurred. If the recall places the employee in a lower level position than previously occupied, the employee will be flagged and will receive no pay increase until such increase would be within the range of classification to which the employee was demoted. If a recall places the employee in a higher-level position than previously occupied, the employee will be paid in accordance with the provisions of the District's promotion policy.

Employees recalled within 12-months of layoff, shall benefit from any cost-of-living adjustment affected during the interim period. Merit increases are based on performance and are, therefore, not a consideration in the event of a layoff.

The District retains the right, at any time, to abolish positions and terminate the employment of employees occupying such positions due to budgetary limitations, economic necessity, and reorganization to improve efficiency, and other governmental reasons.

Nothing herein is intended to create a contract of employment or supersede employees at will status.

## **EXIT INTERVIEWS**

### **I. PURPOSE**

To determine and document the reasons employees leave the District, to provide an opportunity for the airing of concerns that have not been resolved, and to solicit constructive criticism helpful in improving the District.

### **II. SCOPE**

This policy applies to all employees of the District.

### **III. POLICY**

Prior to the end of the last day of work for the District, employees may have an Exit Interview with the Fire Chief or his designated representative.

### **IV. PROCEDURE GUIDELINES**

- A. Supervisors shall refer terminating employees to the Administrative Office in order to be scheduled for an Exit Interview with the Fire Chief or his designated representative.
- B. The Exit Interview may cover, but not be limited to, the employee's comments regarding the following points:
  - 1. Job duties and work load
  - 2. Quality of supervision
  - 3. District policies and practices
  - 4. Working conditions
  - 5. Salary and benefits
- C. The employee shall be asked to sign the Exit Interview form, which shall be placed in the employee's personnel file.

# EMPLOYEE RELATIONS

## **CODE OF EMPLOYEE RELATIONS**

### **I. PURPOSE**

To strive to achieve mutual respect in the working relationships within the District at all times.

### **II. SCOPE**

This policy applies to all employees of the FFD.

### **III. POLICY**

It is the policy of the FFD to be open and honest with all employees and to respect their rights as individuals, as well as to encourage open communications between the District and the employees.

### **IV. GUIDELINES**

To achieve these goals, the District shall strive to:

- A. Provide prompt, courteous, and careful attention to employee concerns and needs.
- B. Provide the opportunity for employees to advance through development and training to lead to increased knowledge and skill.
- C. Provide promotional opportunities based on qualifications, performance and ability.
- D. Provide competitive wages, benefits, and working conditions.
- E. Provide qualified and competent supervision.
- F. Provide a safe, healthy and productive working environment.

## **OPEN DOOR POLICY: SOLVING EMPLOYEE CONCERNS**

### **I. PURPOSE**

To facilitate communications between employees and management so as to provide solid working relationships and effective and efficient operations.

### **II. SCOPE**

This policy applies to all employees of the FFD.

### **III. POLICY**

It is the policy of FFD to provide a means for an employee to seek answers to questions, to communicate ideas or to bring problems or concerns about work to the attention of management.

### **IV. GUIDELINES**

- A. Employees are encouraged to bring forth ideas, questions or concerns to the attention of management.
- B. All supervisors and managers are encouraged to listen to employees' work-related concerns or ideas, provide information, and whenever possible, resolve problem situations.
- C. When appropriate and if possible, information concerning an employee's concerns shall be kept confidential. In some cases, however, members of the management staff may need to be informed for appropriate resolution of the problem.

### **V. PROCEDURE FOR SOLVING CONCERNS**

- A. If an employee has a work-related concern, the employee shall first discuss it with the immediate supervisor to allow the supervisor the opportunity to resolve the matter.
- B. If the matter is not resolved to the employee's satisfaction, or if the employee is uncomfortable discussing the particular issue with the immediate supervisor, the employee is encouraged to bring the matter to the next level of management.
- C. If resolution is not achieved through these informal means, the employee may opt to use the Grievance Procedure as outlined in this manual.

## **HARASSMENT/SEXUAL HARASSMENT**

### **I. PURPOSE**

To establish the District's position prohibiting harassment, to set forth guidelines for handling violations of the policy, and to specify the related complaint handling procedure.

### **II. SCOPE**

This policy applies to all employees of the District. Furthermore, the District has established appropriate procedures to insure that non-employees (i.e., vendors, suppliers, customers) doing business on District premises are also made aware of the intent of this policy.

### **III. POLICY**

Harassment, including sexual harassment, is contrary to basic standards of conduct between individuals and is prohibited by EEOC (Equal Employment Opportunity Commission) regulations. The District enforces all Federal and State regulations relating to fair and proper treatment of all employees. Any employee who engages in any of the acts or behavior defined below is in violation of District policy.

The District shall take disciplinary action when an employee is determined to have violated this policy. Such action shall include a range of disciplinary measures, up to and including termination.

Any activity by anyone, male or female, that makes an employee feel that he or she is being harassed, shall not be tolerated. When working, employees are expected to exercise good judgment and avoid the creation of situations that could cause another employee to feel threatened or uncomfortable.

Conduct that may be intended as "innocent" may still constitute harassment if it falls within the terms of this policy. If any employee expresses concern that certain conduct or behavior in the workplace may have violated this policy, it is crucial to respect such concerns. While this policy is not intended to interfere with or discourage friendships among employees, all employees must be sensitive to acts or conduct in the workplace that may be considered offensive by others.

In addition, foul and vulgar language is offensive to some people and is not acceptable in the workplace.

Any employee who believes he or any other employee has been subjected to objectionable conduct by another employee or anyone doing business with the

District is required to bring the matter to the attention of management. Failure to comply with this reporting requirement shall be grounds for disciplinary action, up to and including termination of employment.

#### IV. DEFINITION

- A. **Sexual Harassment** – Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when such conduct:
1. Is made explicitly or implicitly a term or condition of employment, or
  2. Is used as a basis for employment decisions, or
  3. Has the purpose or effect of interfering with work performance or creating an otherwise offensive, hostile, and/or intimidating working environment.
- B. **Harassment** – Unwelcome verbal, physical or visual conduct of a racial, ethnic or other type that impairs an employee's ability to perform the job or has the purpose or effect of interfering with work performance or creating an otherwise offensive, hostile, and/or intimidating working environment.

#### V. PROCEDURE FOR REPORTING COMPLAINTS OF HARASSMENT

Complaints of harassment of any type shall be brought to the attention of management via one of the following options:

- A. The employee's immediate supervisor, or
- B. Any Officer, or
- C. The Administrative Manager, or
- D. The Fire Chief.

The normal use of chain of command is not required in bringing forth a concern of harassment. Regardless of who receives the initial complaint, the Fire Chief shall be notified on the same day by the person receiving the initial complaint. If same day notification is not possible, it must be done as soon as is reasonably possible.

If the complaint is against the Fire Chief, the employee also has the option to notify the Chairman of the Fire Board.

Investigation and handling of the complaint of alleged harassment shall be handled as a highly sensitive personnel matter. All communications regarding

this subject shall be kept in confidence to the greatest extent possible, understanding that the investigative process may require some additional discussion.

Any employee, who, in good faith, brings forth a complaint of harassment, shall be free from any form of retribution or reprisal on the part of management or other employees. Likewise, any employee who participates in good faith in the investigative process shall be free from any form of retribution or reprisal on the part of management or other employees.

If an employee is found to have made a false and pretentious complaint of harassment, or to have deliberately provided false information during the investigative process, the employee shall be subject to disciplinary action, up to and including termination.

## WORKPLACE VIOLENCE

### I. PURPOSE

To provide the employees of the FFD a work environment that is safe, secure and free of harassment, intimidation, threats or violence.

### II. SCOPE

This policy shall apply to all employees of the FFD.

### III. POLICY

It is the policy of the FFD that threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect District employees or which occur on District property or at District functions shall not be tolerated.

### IV. DEFINITIONS

A. **Threats or Acts of Violence** are defined as conduct against persons or property that is sufficiently severe, offensive or intimidating to alter the condition of District employment, or to create a hostile, abusive or intimidating work environment for one or more District employees.

### V. GUIDELINES

A. Prohibited workplace violence includes, but is not limited to, the following:

1. Threats or acts of violence occurring on District premises, regardless of the relationship of the District with the individual(s) involved.
2. Threats or acts of violence not occurring on District premises, but involving someone who is acting in the capacity of a representative of the District.
3. Threats or acts of violence not occurring on District premises, but involving an employee of the District if the threats or acts of violence affect the legitimate interests of the District.

B. Any employee who experiences or witnesses such acts, conduct, behavior or communications that would fall within the definition above shall immediately notify their immediate supervisor or another member of management. Failure to report such information according to the guidelines within this policy shall be grounds for disciplinary action.

- C. The District shall promptly and thoroughly investigate any report of threats or acts of violence. The identity of the individual making a report shall be protected to the greatest extent possible.
- D. As outlined in the policy entitled “*Standards of Conduct*,” the District also prohibits the possession of weapons while on duty, on District premises or during any District-related activity. Weapons can include firearms, knives, crossbows, explosive materials or any other objects that could be used to harass, intimidate or injure another individual. Knives, if carried and used as a work related tool are permissible if the blade does not exceed 5 inches. If an employee is otherwise legally permitted to possess a weapon, he shall be allowed to leave the weapon secured and locked in the trunk or glove compartment of his personal vehicle.
- E. Any employee determined to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines shall be subject to disciplinary action, up to and including termination.
- F. Incidents of workplace violence that involve criminal conduct shall be referred to law enforcement for investigation and handling.
- G. At the sole discretion of the Fire Chief, any employee who exhibits any potential warning signs, symptoms, and risk factors may be required to submit to a psychological fitness for duty evaluation. The cost of such evaluation shall be at the expense of the District.

## **VI. REPORTING PROCEDURE**

- A. If the act of violence constitutes an emergency, an employee who witnesses or is made aware of the situation shall call 911. After contacting 911, the employee shall immediately contact the senior officer on duty. Upon receipt of such a report, the Fire Chief shall be notified as soon as possible.
- B. If a situation of workplace violence occurs but does not constitute an immediate emergency, the employee shall contact his immediate supervisor.
- C. It shall be the responsibility of the Fire Chief to direct the investigation into the allegation and determine any appropriate and necessary action.

## **STANDARDS OF CONDUCT**

### **I. PURPOSE**

To establish standards of conduct that provide employees with an understanding of their responsibilities in establishing and maintaining high morale and safe, harmonious, and efficient operations.

### **II. SCOPE**

This policy applies to all employees of the District.

### **III. POLICY**

It is the policy of FFD to prohibit any conduct that interferes with operations, discredits the District, is offensive to customers or fellow employees, or endangers the safety of any individuals.

### **IV. GUIDELINES**

The following conduct is prohibited and may subject the employee involved to corrective and/or disciplinary action, up to and including termination. The list of examples is illustrative of the type of behavior that is not permitted, but this list is not intended to be all-inclusive.

- A. Providing false or misleading information when applying for employment or at any time during employment.
- B. Insubordination; refusal to follow job-related instructions of supervision.
- C. Failure to report use of prescription medications.
- D. Demonstration of incompetence or inability to adequately perform job duties; or demonstration of neglect, inefficiency or indifference in the execution of duties.
- E. Unauthorized use or abuse of sick leave.
- F. Theft or misappropriation of District or public property, funds, records, equipment, proprietary information or personal property of employees.
- G. Being in possession of or consuming alcoholic beverages or illegal or controlled substances or prescription drugs for which one does not have a current prescription during working hours and/or on District property; or reporting for duty under the influence of alcohol, illegal drugs, or controlled

substances or prescription drugs which may have the effect of impairing one's ability to perform the duties of his job.

- H. Selling, offering to sell, purchasing, offering to purchase, trading, transferring or exchanging alcohol or illegal drugs or controlled substances or prescription drugs during working hours and/or on District property.
- I. Altering or falsifying time records – one's own or those of another employee.
- J. Altering or falsifying District business records, reports, files or documents.
- K. Violation of the District's Harassment/Sexual Harassment policy.
- L. Verbal or physical harassment of another employee.
- M. Failure to report for work upon conclusion of a Leave of Absence or paid time off.
- N. Discussing confidential or proprietary information with individuals not affiliated with the District, or not reporting potential conflict of interest situations.
- O. Unprofessional language or behavior, profanity, mistreatment, disrespect or discourteous treatment of customers, visitors or other employees.
- P. Possessing dangerous weapons, such as firearms, crossbows, long-bladed knives, etc., while on duty or on District property, unless the employee is otherwise legally entitled to possess a weapon and leaves the weapon secured and locked in the trunk or glove compartment of his personal vehicle while on District premises.
- Q. Assault on a fellow employee or member of the public.
- R. Irregularities involving the handling of District property, files or petty cash.
- S. Obtaining supplies, materials or other property or money from the District or its employees or members of the public by fraudulent means or misrepresentation.
- T. Excessive absenteeism or tardiness.
- U. Failure to adhere to District safety rules, including the use of seat belts or other protective safety equipment.

- V. Failure to comply with the guidelines set forth in District documents such as the Policy Manual, Operations Procedures Manual, DOG's, or any other written directives of the District.
- W. Soliciting, distributing, posting or displaying campaign literature for or against any political candidate or ballot measure while on duty or in or on District premises.
- X. Failure to adhere to the standards set forth in the loyalty oath.
- Y. Failure to maintain current and proper licenses and/or certification required to perform assigned duties.
- Z. Unauthorized personal use of District credit cards, cash or District property; conducting personal business during normal working hours or using District materials or equipment on personal projects.
- AA. Participation in sexual activity while on duty or on District premises.
- BB. Failure to obey traffic laws while on duty, including during any paid response time.
- CC. Refusal to work assigned overtime.
- DD. On-duty or off-duty conduct that brings discredit upon the District.
- EE. Deliberately accepting or continuing active employment while suffering a serious communicable disease without notifying the District, unless such disease is protected under federal law.
- FF. Failure to abide by the law.
- GG. Conviction of a criminal offense involving moral turpitude.
- HH. Failure to notify the Fire Chief in the event an employee is charged with any criminal offense.

## CORRECTIVE ACTION / DISCIPLINARY PROCESS

### I. PURPOSE

To promote a safe, harmonious, and efficient work force.

### II. SCOPE

This policy applies to all employees of the FFD. However, the progressive discipline process *may* not be utilized for employees within their initial probationary period.

### III. POLICY

It is the policy of the FFD to work toward a harmonious, challenging, and positive work environment to enhance career development. When appropriate, the District shall approach employee performance deficiencies in a positive and supportive fashion, geared toward helping the employee achieve success with improvement efforts. However, there may be times when performance and/or conduct may require some form of corrective or disciplinary actions to achieve a satisfactory level of performance; additionally, there may be times when the employee conduct requires that the employee be removed from the workplace or that employment be terminated without prior steps in the disciplinary process.

### IV. GUIDELINES

- A. It is the policy of the Fry Fire District that supervisors administer discipline in a positive, corrective and progressive manner.

**Positive** in that the supervisor and the employee will take the approach that most instances of negative performance are correctable to a positive outcome with a minimum of supportive reinforcement.

**Corrective** in the sense that the supervisor identifies the basis for the employee's performance deficiencies, and the employee corrects those deficiencies to establish a productive and positive level of performance.

**Progressive** in that corrective measures are designed in a hierarchy that begins with verbal discussion, and when circumstances warrant, proceed to oral reprimand, official reprimand, suspension, demotion, and discharge. Dependent on the nature or severity of an incident or misconduct, and at the sole discretion of the District, any of these forms of disciplinary action may be taken, whether or not a lesser form has preceded the action.

- B. This policy sets forth the discipline process, and allows for management to exercise discretion in determining the degree of the discipline to be administered based on the underlying employee conduct. Management may, therefore, proceed immediately to any of the corrective action discipline steps, up to and including termination.
- C. If appropriate under the circumstances, corrective action should be taken in a manner that assists the employee in achieving fully satisfactory standards of conduct and performance.
- D. Corrective action procedures shall be administered privately and discreetly, and within a reasonable time frame following the infraction or employee conduct.
- E. In the event that an employee disagrees with the disciplinary action, the employee shall discuss it with the supervisor. If not satisfied with the outcome of the discussion, the employee has the option to proceed as per the guidelines of the *Complaint/Appeals Procedure*, as set forth in this manual.
- E. In a situation in which further investigation into employee conduct is deemed necessary, the employee may be placed on **Administrative Suspension** (suspension with pay). The supervisor shall attempt to discuss the situation with a Chief officer prior to placing an employee on suspension with pay. However, if the supervisor is unable to contact the Chief officer, the supervisor may place the employee on administrative suspension and then shall notify the Chief officer at the first possible opportunity for determination of the appropriate course of further action. An employee placed on Administrative Suspension shall be paid until determination of further action is made. Any such suspension shall be ordered in writing, and shall not be considered as disciplinary action. Thus, a suspension with pay shall not be subject to appeal.

## V. PROGRESSIVE DISCIPLINE PROCEDURES

- A. **Verbal Discussion:** Often times the initial step toward corrective action may be a **verbal discussion** between the supervisor and the employee to provide the employee with an understanding of the problem and set forth a course of action to achieve satisfactory performance or conduct. The supervisor shall document the conversation and maintain such record only in his own supervisory files. This counseling is non-disciplinary in nature.
- B. **Oral Reprimand:** Another step in the process may be the issuance of an **Oral Reprimand**, documented in a written memorandum describing the employee conduct, how the employee can attain the desired performance, and summarizing the course of action being taken, as well as the potential

for further action. This form shall be signed by the employee and the supervisor and shall be sent to the Administration Office for placement in the employee's central personnel file.

- C. **Official Reprimand:** Supervisors may elect to use an **Official Reprimand** to document a repeat offense of an infraction, or a more serious single infraction for which suspension, demotion or dismissal may not be warranted. This conduct shall be documented in writing, describing the nature of the problem, any previous or related conversations or actions (if applicable), as well as the behavior or performance improvement plan that has been designed to correct the problem. All Official Reprimands should be discussed between the supervisor and the Senior Captain prior to being administered. The official reprimand is to be signed by the employee and the supervisor, and sent to the Administration Office for placement in the employee's central personnel file. Additionally, a copy of the documentation shall be provided to the employee. The employee shall also be given the option to provide a written response to the official reprimand within three calendar days.
- D. **Disciplinary Suspension:** If an employee's conduct or performance is deemed severe enough, an employee may be placed on a **Disciplinary Suspension**. In such a situation, the supervisor shall confer with the Fire Chief to determine the length of the disciplinary suspension, which shall be without pay. Prior to implementing the disciplinary suspension, the procedure for issuing a letter of intended discipline outlined in Guideline "G" below shall be followed. The disciplinary suspension shall be documented in a written memorandum, describing the nature of the employee conduct, any previous or related conversations or actions (if applicable), as well as the behavior or performance plan that has been designed to correct the problem. The document is to be signed by the employee and the supervisor, and sent to the Administration Office for placement in the employee's central personnel file. The employee shall be given the option to provide a written response to the document within three calendar days. An employee shall not be penalized by suspension for more than 30 days in any 12-month period.
- E. **Demotion:** Another disciplinary action available is that of **Demotion**. In the event that the employee's continued performance in the existing position is determined not in the best interest of the District, the Fire Chief may opt to reassign the employee to a position of lower rank and pay (see Policy entitled "*Demotion*"). Prior to implementing the disciplinary demotion, the procedure for issuing a letter of intended discipline outlined in Guideline "G" below shall be followed. The action shall be documented in a written letter explaining the disciplinary action, and shall be signed by the employee, supervisor, and the Fire Chief, and placed in the

employee's central personnel file. A copy of this documentation shall be given to the employee prior to the effective date of the demotion.

- F. **Discharge/Termination of Employment:** If the employee's conduct or performance is deemed severe, or the determination is made that the employee has been unable to or unwilling to achieve a satisfactory level of performance, the employee is subject to **Discharge/Termination of Employment**. The Fire Chief shall approve all discharge decisions. Prior to implementing the termination, the procedure outlined for issuing a letter of intent to terminate in Guideline "I" below shall be followed. It is to be noted that while progressive discipline is generally afforded, certain violations or conduct may be deemed severe enough to warrant immediate termination without prior steps being taken.

If it is determined that continuation of employment is not in the best interest of the employee or the District, all facts, conversations, and actions shall be thoroughly documented and submitted with termination paperwork for processing of the termination.

- G. In any disciplinary action beyond an official reprimand, the supervisor shall provide the employee with a **letter of intended discipline** explaining the nature and specifics of the offense/problem, and the intended disciplinary action, including the timing. The letter shall include a statement of the employee's right to respond in writing to the supervisor within three calendar days of its receipt. The employee shall understand that failure to respond within the time limits shall waive the right to respond, but he may still be entitled to appeal the disciplinary action as covered in the Appeals Procedure listed below. The letter of intended discipline shall include a statement that the response shall be considered prior to the disciplinary action being imposed.
- H. **Consideration of Employee Response** – If an employee responds in writing to the letter of intended discipline within three calendar days of receipt of the notice, the supervisor imposing the discipline shall consider the employee's response, including any additional facts or mitigating circumstances, and then determine if the intended action shall be sustained, modified or dismissed. The supervisor shall provide written notice to the employee and shall use best efforts to provide a response within five calendar days of timely receipt of the employee's written response.

If, after consideration of the employee's response, the supervisor elects not to carry forth with the intended action, he shall submit to the employee a written withdrawal of the disciplinary notice. In such a case, the original letter of intended discipline and the letter of notification of the withdrawal decision shall be attached and placed in the employee's personnel file.

However, the decision of the supervisor not to carry out the intended action does not preclude him from taking any other disciplinary action.

If, after consideration of the employee's response, the supervisor determines that the disciplinary action is to be upheld, he shall carry forth the intended action. Written documentation shall be placed in the employee's central personnel file. The disciplinary action is subject to the employee's appeal rights, as covered in the Complaint/Appeals Procedure policy.

- I. If the Fire Chief determines that the employee is to be dismissed, the employee shall be placed on administrative suspension with pay, and the Fire Chief shall prepare a **letter of intent to terminate** explaining the nature of the offense or problem, as well as the specifics surrounding such, and the intended timing of the dismissal action. At this point, the Fire Chief shall also notify the Board of Directors of such intent. This notice shall be served directly on the employee or delivered by certified mail. A signed receipt (unless refused) shall be attached to the copy of the notice and placed in the employee's central personnel file. Included in this letter of intent to terminate shall be a statement of the employee's right to respond in writing to the Fire Chief within three business days of receipt of the notice. The employee shall understand that failure to respond within the time limits shall waive the right to respond. The letter of intent to terminate shall also include a statement that the response shall be considered prior to the action being imposed.
  
- J. **Consideration of Employee Response** – If an employee responds to the letter of intent to terminate within three working days of receipt of the notice, the Fire Chief shall meet with the employee and consider the response, including any additional facts or mitigating circumstances, and then determine if the intended discharge shall be upheld. At this point, the Fire Chief shall also notify the Board of Directors of the pending decision. The Fire Chief shall provide written notice to the employee of his final intentions, as outlined below. He shall use best efforts to provide the written response within three calendar days of timely receipt of the employee's written response.

If, after consideration of the employee's response, the Fire Chief elects not to carry forth with the intended discharge, he shall submit to the employee a written withdrawal of the pre-dismissal notice. In such a case, the original letter of intent to terminate and the letter of notification of the withdrawal decision shall be placed in the employee's personnel file. However, the decision of the Fire Chief not to discharge the employee does not preclude him from taking any other disciplinary action.

If, after consideration of the employee's response, the Fire Chief determines that the discharge is to be upheld, he shall sign a written letter that shall constitute termination of employment. This letter shall include the specific reasons for the dismissal. Reference to the letter of intent to terminate may be included in the document to substantiate the discharge decision. Such letter shall be served on the employee or sent by certified mail. A signed receipt (unless refused) shall be attached to the termination letter and placed in the employee's central personnel file. Discharge/termination action is subject to the employee's appeal rights, as covered in the Complaint/Appeals Procedure policy.

- K. **Employee Non-Response** -- In the event that an employee opts not to respond to the letter of intent to terminate within three working days of receipt of the letter, the Fire Chief shall proceed with the intended discharge. In such event, the Fire Chief shall notify the Board of Directors, and shall issue a letter of termination, which shall be served on the employee or sent by certified mail. A signed receipt (unless refused) shall be attached to the termination letter and placed in the employee's personnel file.
  
- L. A probationary employee may not appeal a determination of any form of disciplinary action, unless the basis of the action is believed to be unlawful discrimination, harassment, or violation of state or federal law. In such case, the employee shall articulate, in writing, the basis of appeal.

## COMPLAINT AND APPEALS PROCEDURE

### I. PURPOSE

To provide a process for employees to discuss complaints or problems with management and to receive careful consideration and a prompt resolution.

### II. SCOPE

This policy applies to all employees who have completed the initial probationary period. However, *all* employees have the right to file a complaint regarding harassment or any other form of discrimination. The procedure for filing a complaint for alleged discrimination or harassment is provided within the policies covering these areas (*Harassment/Sexual Harassment; Equal Employment Opportunity*).

### III. POLICY

Each employee of the District is encouraged to:

1. Discuss work-related complaints or concerns with management, and
2. Appeal an unfavorable disciplinary decision to a higher level of management.

### IV. DEFINITION

A **complaint** is defined as a condition of employment or application of a policy that the employee perceives as being unjust or inequitable.

An **appeal** is defined as a request for further consideration of a disciplinary action, and shall be handled as a form of a complaint.

### V. GUIDELINES

- A. The complaint/appeals procedure shall not apply to the following circumstances:
  1. Matters in which the Fire District does not have the authority to act.
  2. Policies or resolutions as adopted by the FFD Board.
  3. Position classification, job description or salary structure.
  4. Terms and conditions of employee benefits.
  5. Meets standard or above performance evaluations.
  6. Disciplinary action of less than a 3-day suspension, demotion, or discharge/termination.

- B. The employee shall follow the established review procedure listed below in presenting any complaint or appeal to upper levels of management. When a complaint involves an employee's immediate supervisor, the complaint shall be presented to the next level of supervision after attempting an oral resolution.
- C. In order for a complaint or appeal to be considered, it must be brought forth within 5 calendar days of the date of the circumstance giving rise to the complaint. If after receiving the management response, the employee wishes to move to the next step of the process, he must do so within five calendar days of the receipt of the response. Failure of the appellant to follow through within the timeframe will terminate the complaint or appeal process.
- D. Employees acting in good faith are assured of freedom from reprisal for using the complaint/appeals procedure.
- E. The Fire Chief shall be apprised of any complaints that are not resolved after the initial step of the process.
- F. An employee involved in the complaint or appeal process shall be allowed to confer with the Fire Chief regarding the complaint or appeal while on duty, to the extent possible. The supervisor shall grant permission for such, but shall determine the best time for such a conference so as to not cause interference with the employee's assigned work.

## VI. PROCEDURE

- A. **Step One** – For the purpose of adjusting complaints and problems, the employee is encouraged to first seek assistance by discussing it with his or her immediate supervisor. The employee must indicate to the supervisor that the discussion is initiated pursuant to this policy. If the employee still has concerns, the complaint or appeal should also be documented in writing to the supervisor. The supervisor will be responsible for handling the complaint or appeal as an important business matter, making every effort to arrive at a prompt, equitable solution. The supervisor shall document any conclusions, solutions or unsolved problems and will use best efforts to respond to the employee within seven calendar days of receipt of the complaint or appeal. A copy of the written response shall also be forwarded to the Fire Chief.
- B. **Step Two** -- If the employee still does not feel that the complaint or appeal has been satisfactorily resolved after Step One, he has the option, within five calendar days of receiving the supervisor's written response, of taking the

problem to the next level of management within his chain of command. All documentation from the complaint or appeal process must be provided for review. The next level manager/officer shall use best efforts to provide a written response within five calendar days.

- C. **Step Three** -- If the employee still does not feel the complaint or appeal has been satisfactorily resolved after Step Two, he has the option, within five calendar days, to take the matter to the Fire Chief. The Fire Chief shall investigate the matter, review all documentation, make a determination, and use best efforts to notify the employee in writing of his decision within five calendar days. Decisions by the Fire Chief shall be final and binding, with the exception of an appeal regarding discharge/termination of employment (see Step Four).

In the event that the complaint is against the Fire Chief, Step Three shall be modified such that the complaint shall be submitted in writing to the Chairman of the Board of Directors. The Chairman shall then schedule an Executive Session of the Fire Board for the purpose of discussion of a personnel matter.

- D. **Step Four** -- In the event of a decision of unpaid suspension of greater than three days, demotion, or dismissal from employment with the District is rendered, the employee has the option, within seven calendar days of the final decision of the Fire Chief, to submit a written request to the Fire Chief for a hearing before the Arizona Office of Administrative Hearings (OAH).

Pursuant to an Intergovernmental Agreement with the OAH, the appeal will be submitted to and heard by an Administrative Law Judge (ALJ) assigned by the OAH. All appeal hearings shall be held at the Phoenix location of the OAH.

1. Initiating the Hearing Process:
  - a. The employee's notice of appeal must be in writing and must state the employee's basis for the appeal, including a brief summary of the Fire Chief's final action.
  - b. Upon receipt of an employee's notice of appeal, the Fire Chief shall promptly submit a request for hearing to the OAH. The OAH shall set the date, time and place for the hearing, which shall be held within 45 days of the date of the request by the District.
  - c. The Fire Chief shall, by first class mail, notify the appealing employee of the hearing date; additionally, via email or fax, the Fire Chief shall also notify the FFD attorney and the Fire Board of the hearing date.
  - d. The ALJ will determine if the appeal is permissible pursuant to the District's policy.

2. Pre-Hearing Statement:
  - a. Within ten days of receiving the notice of the time and date of the hearing, unless another date is approved by the ALJ, the employee and the District will exchange pre-hearing statements which will include the following information:
    - i. Names, addresses, phone numbers, and e-mail contact information for the parties to the appeal.
    - ii. Names, addresses, phone numbers, and e-mail contact information of the attorneys for the parties to the appeal.
    - iii. A comprehensive list of witnesses the party may call at the hearing, including the name and contact information for each witness listed and a summary of the testimony anticipated from each witness.
    - iv. A list of documents or other exhibits the party may use at the hearing and an acknowledgement that the party will provide the other party with all exhibits in a timely manner.
    - v. A statement setting forth the party's position as to why the appealed action should be upheld or remanded.
    - vi. The pre-hearing statement must be submitted in good faith and under penalty of perjury.
  - b. Each party will be responsible for the appearance of its own witnesses and will submit subpoenas to the ALJ in a timely manner.
3. Pre-hearing conference:
  - a. Either party may request the ALJ conduct a telephonic pre-hearing conference to address any pre-hearing issues.
  - b. At the pre-hearing conference, the ALJ may set deadlines, define issues, address admissibility of evidence and determine any other issues the ALJ deems appropriate.
4. Motions:
  - a. Any motions other than may be made during the hearing shall be in writing, set forth the relief requested, the basis for the request, and shall be submitted to the ALJ, the OAH administration for filing and to the other party.
  - b. Written motions shall be filed with the OAH and sent to the opposing party by either party at least fifteen calendar days prior to the hearing date.
  - c. Responses to the motion may be filed with the OAH within five calendar days after service of the motion.
  - d. Summary Judgment must be granted by the ALJ where the parties do not differ on any genuine issue of material fact and

one of the parties can prevail by the ALJ merely applying the policies and applicable law.

- e. The ALJ's ruling on Summary Judgment may be made prior to or in the course of the hearing. The ALJ's ruling on motions shall be reflected in the ALJ's findings.
5. The ALJ will conduct the hearing in a fair and impartial manner under the terms of the IGA between the District and the OAH, the District's policy, the applicable regulations and statutes governing the OAH.
6. Unless otherwise determined by the ALJ, the hearing shall be open to the public.
7. The appealing employee shall appear in person, unless physically unable to do so, before the ALJ at the time and place of the hearing.
8. Burden of Proof:
  - a. The District has the burden of proof, by a preponderance of evidence, to establish that the action of the Fire Chief was not arbitrary or taken without reasonable cause.
9. The conduct and decorum of the hearing shall be under the control of the ALJ with due regard for the rights and privileges of the parties and witnesses.
10. Order of Proceeding:
  - a. The ALJ may commence the hearing by addressing any pending motions or procedural matters.
  - b. The ALJ may permit each party to make an opening statement.
  - c. The District has the burden of going forward and as such shall present its case first.
  - d. Cross examination and redirect shall be permitted as determined by the ALJ.
  - e. The ALJ may permit rebuttal evidence.
  - f. The ALJ may permit closing statements to be given orally at the hearing, submitted in writing by a specified date, or a combination thereof.
  - g. The ALJ may request either or both parties to submit proposed findings of fact.
  - h. The ALJ has the discretion to continue, postpone or reschedule the hearing at any time.
  - i. All testimony shall be presented under penalty or perjury, supported by oath or affirmation.

11. Record of the proceeding:
  - a. The OAH generally makes a digital recording of the proceedings. The ALJ is requested to notify the parties if a recording is not made.
  - b. If a copy of the transcription is requested by either party to the appeal, the OAH will arrange for transcription and the requesting party shall be responsible for the payment of the transcript directly to the transcriber.
  
12. Findings of the ALJ:
  - a. The ALJ shall make a determination, in writing, within 20 days of closing the record on the proceedings. If the ALJ determines that the discipline imposed was taken arbitrarily or without reasonable cause, the ALJ shall overturn the discipline and remand the matter back to the Fire Chief to impose alternate discipline. Otherwise, the ALJ shall uphold the decision of the Fire Chief.
  
13. The decision of the ALJ shall be final and binding upon both the employee and the District, and therefore not subject to further administrative appeal to any office or governing body of the District.

## **SOLICITATION AND DISTRIBUTION**

### **I. PURPOSE**

To minimize disruption of normal District operations by limiting and controlling solicitation and distribution on District premises.

### **II. SCOPE**

This policy applies to all employees of the FFD, as well as to outside visitors, vendors, suppliers, etc.

### **III. POLICY**

It is the policy of FFD to place limitations on individuals attempting to solicit or distribute on District premises according to the following guidelines.

### **IV. GUIDELINES**

- A. Persons who are not employed by the District are prohibited from solicitation and distribution on District premises without prior management approval.
- B. Employees are permitted to engage in solicitations or distributions of literature for any group or organization, including charitable organizations, only in accordance with the following restrictions:
  - 1. The sale of merchandise is prohibited on District premises. Exceptions may be granted by the Fire Chief for charitable fundraisers.
  - 2. Literature for any political campaign shall not be displayed on District premises.
  - 3. Solicitation and distribution of literature are prohibited during the working time of both the employee making the solicitation or distribution and the employee being solicited. Such working time does not include one's unpaid meal or break period or other time when the employee is not required to be working.
- C. Employees may be involved in political activities while off duty, however, any political involvement including, but not limited to solicitation, distribution of literature, and campaigning may not be done while in District uniform.

## **ATTENDANCE AND PUNCTUALITY**

### **I. PURPOSE**

To provide a fair, consistent, and effective method of controlling employee attendance to help maintain efficient operations.

### **II. SCOPE**

This policy applies to all employees of the FFD.

### **III. POLICY**

It is the policy of FFD to require good attendance and punctuality on the part of its employees in order to ensure the success and efficiency of District operations.

### **IV. GUIDELINES**

- A. Employees shall report to work as scheduled and be at their work station, properly attired, prepared to begin work at the prescribed starting time, as well as after scheduled breaks.
- B. In the event that an employee is unable to report to work or is going to be late, the employee is to personally notify his immediate supervisor as soon as possible, and no later than the scheduled starting time. In the case of a suppression employee, the employee is to notify the Senior Captain on duty, who in turn is responsible for notifying the station responsible for maintaining the master schedule. If prior notification is not possible, (i.e., due to an emergency or sudden illness), the employee must notify the supervisor as soon as is reasonable and practical.
- C. Notification of absence or lateness shall include reasonable explanation of the circumstances as well as an indication of the expected date and time the employee plans to return to work.
- D. Absences of more than one day shall be reported daily, unless other prior arrangements have been made with the supervisor.
- E. In the event that an employee is more than 30 minutes late reporting to work, the supervisor may use discretion in determining whether or not the employee may work the remainder of the day. If the employee is not permitted to work for the remainder of the day, the employee's annual leave accrual shall be debited, and the absence shall be documented as unexcused.

- F. If schedules and conditions permit, and at the discretion of the supervisor, a non-exempt support staff employee may be allowed to make up time lost due to absence.
- G. An employee who is absent from work for two consecutive workdays without notification shall be considered to have voluntarily resigned from employment with the District. In the event that mitigating circumstances resulted in an employee's inability to provide contact with the District, the Fire Chief may determine otherwise appropriate action.
- H. Excessive absenteeism or tardiness places an extra burden on fellow employees, as well as the District as a whole. Therefore, an employee who demonstrates a problem with absenteeism or tardiness shall be subject to disciplinary action, up to and including termination.

## **GROOMING STANDARDS / WEARING OF THE UNIFORM**

### **I. PURPOSE**

To establish a standard for professional appearance.

### **II. SCOPE**

This policy applies to all employees of the District; however, the standards vary based upon position assignment.

### **III. POLICY**

In order to portray a positive public image and demonstrate pride and professionalism, it is the policy of FFD to maintain high standards regarding employee appearance, dress, and grooming.

### **IV. GUIDELINES**

A. All employees shall adhere to good personal hygiene practices, including neat and clean appearance, well-groomed hair, proper attention to oral hygiene, absence of offensive body odors, and attire that is appropriate to their line of work.

#### **B. Uniforms (Operations)**

1. Dress, or "Class A" uniforms shall be worn during, formal District functions (i.e., funerals, parades), District-related court appearances, or any other occasion deemed appropriate by the Fire Chief.
2. The duty uniform shall be worn by suppression personnel during assigned duty hours and public education demonstrations, with the exception of physical training periods. The components of the duty uniform shall be outlined in the Standard Operating Procedures. Uniforms or safety turnout gear must be donned prior to incident responses.

Note: The Fire Chief may elect to wear civilian clothes, in place of the duty uniform, when deemed appropriate. Such attire shall be professional and business-like in nature.

C. **Physical Training Uniforms (Suppression personnel)** -- The physical training uniform may be worn during physical training activities, but shall

not be worn out of the station when responding to emergency scenes. In addition, the PT uniform may be worn while sleeping.

- D. **Safety Uniform/Turnout Gear (Operations)** -- Protective clothing and equipment is provided to all suppression personnel for use as required when working in a hazardous environment, during firefighting activities or during any other similar conditions during training activities.
- E. No other insignia, emblem, advertising button, ribbon, jewelry or device shall be attached to the uniform without authorization of the Fire Chief.
- F. Employee uniforms must be clean, pressed, and in good condition. Shoes shall be shined and in good condition.
- G. Tattoos shall not be visible on any employee while on duty. Employees are prohibited from displaying any body art, tattoo(s), intentional scarring, mutilation or dental ornamentation while on duty or representing the District in any office capacity. Any currently employed employee shall have the following options to cover or hide body art, tattoo(s), intentional scarring or mutilation that are visible:
1. Long-sleeve shirts and/or uniform pants
  2. Cover the existing body art, tattoo(s), intentional scarring, or mutilation with a skin tone patch, bandage(s), or make-up
  3. Have the tattoo(s) or brand(s) removed at the employee's expense
- Body art, tattoo(s), intentional scarring and/or mutilation that is not able to be covered or concealed is prohibited.
- H. **Support staff personnel** -- Employees in support positions shall be well-groomed and attired in clothing that is professional and business-like in nature. Support staff employees shall **not** wear suggestive or revealing attire including but not limited to the following:
1. Clothing that exposes the midriff or low back
  2. Muscle shirts, tank tops, halter tops, backless shirts or undershirts worn as a shirt
  3. Any top that has shoulder straps less than two inches in width
  4. Exposed undergarments
  5. Shorts, skorts, stretch pants or workout attire
  6. Casual capri or crop pants that do not extend below the knee (*dressy style capris or crop pants may be acceptable if worn with appropriately coordinating top and footwear*)
  7. Tight-fitting articles of clothing
  8. Plunging necklines
  9. Skirts or dresses that fall shorter than four inches above the knee

10. Any item of clothing that is ripped or disheveled

At the discretion of the Fire Chief, employees may be allowed to wear denim clothing as long as the chosen denim item is tasteful and does not violate any of the other provisions noted above.

- I. The following additional guidelines apply to suppression personnel:
  1. **Hair** – Hair must be properly cut so as to present a neat appearance at all times. Hair shall be cut so as not to hang below the bottom line of the collar of the uniform shirt. However, if a female employee's hair is of a length that it would hang below the bottom line of the collar, it shall be pulled back and secured in such a way that allows for full coverage by the protective safety hood.
  2. **Facial Hair** – Sideburns shall be neatly trimmed, shall not extend below the line level with the bottom of the ear and shall not interfere with the seal of the face mask used with the SCBA equipment. Goatees shall be allowed as long as the seal of the mask is not compromised. Mustaches shall not be of such length that they interfere with the SCBA equipment.
  3. **Earrings or other visible body piercing items**– Earrings or other visible body piercing items shall not be worn by suppression employees while on duty. Foreign objects inserted under the skin, pierced, split or forked tongue and/or stretched out holes in the ears are strictly prohibited.
  4. **Rings** – It is strongly recommended that for safety purposes, rings not be worn while on duty. If an employee chooses to wear a ring, it is highly suggested that it be modified so that it will break away when snagged. Any ring that interferes with required safety protective equipment shall not be worn.
  5. **Sunglasses** -- Sunglasses are permitted as long as they do not contain mirrored or fluorescent lenses. Additionally, the color of the sunglasses, holders, strings or bands shall be tasteful and shall not clash with the uniform.
  6. **Cosmetics** – Employees wearing cosmetics, including cologne or perfume, shall ensure that the appearance and/or aroma is conservative and in good taste.
  7. **Jewelry and Ornamentation** -- Employees may wear jewelry of a conservative nature at their discretion so long as it does not present a safety concern. The use of gold, platinum, silver or other veneer

caps for the purpose of ornamentation are prohibited. Teeth, whether natural, capped or veneered, shall not be ornamented with designs, jewels, initials, etc.

- J. The District provides all required uniform elements and provides replacements and repair as needed; however, minor repair of uniform items is the responsibility of the employee. It is the responsibility of the employee to notify the person in charge of uniforms in the event that a uniform item is in need of repair or replacement.
- K. Officers may opt to call a uniform inspection at any time and employees shall be required to display all uniform items at that time.
- L. The wearing of District-issued uniform items while off-duty is prohibited without prior approval of the Fire Chief, with the exception of when an employee is traveling to and from work. However, items not provided as part of the uniform may be worn by off-duty personnel.  
  
Employees wearing such uniform elements while off-duty shall recognize that the wearing of such identifies them with the FFD, thus, their behavior while wearing such items shall reflect positively on the District.
- M. Only current District employees shall wear any District-issued uniform items. Thus, employees may not allow their District-issued uniform items to be worn by other individuals.
- N. Any uniform elements issued by the District remain as District property. Thus, when an employee terminates, all uniform items shall be returned, clean and in good condition. The cost of uniform items not returned may be deducted from the employee's final paycheck, according to the guidelines set forth in the policy entitled "Termination of Employment."

## **CONFIDENTIALITY OF INFORMATION**

### **I. PURPOSE**

To protect the privacy of both District affairs and employees' personal information.

### **II. SCOPE**

This policy applies to all employees of the FFD.

### **III. POLICY**

It is the policy of FFD that the business affairs of the District and the personal affairs of the employees shall be discussed with no one outside the District if it is information that is not available to the general public.

### **IV. GUIDELINES**

- A. Dissemination or disclosure by any employee of the District's proprietary operations or procedures is strictly prohibited.
- B. Access to certain confidential or sensitive District information or employee information shall be limited to those employees who, in the Fire Chief's judgment, "need to know" in order to perform their job duties. Unauthorized employees may not attempt to obtain or observe such information. Any employee who handles confidential information is responsible for its security, both internally and externally.
- C. Likewise, any information gained by a FFD employee regarding the activities or operations of the District's suppliers or public customers is to be strictly confidential.
- D. Employees are expected to protect and maintain the confidentiality of Protected Health Information for employees and patients, as covered by the Health Insurance Portability and Accountability Act.
- E. Violation of this policy may result in corrective and/or disciplinary action, up to and including termination.

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

### I. PURPOSE

To ensure that all FFD members understand the District's concern for the respect of patient privacy and specifically Protected Health Information (PHI).

### II. SCOPE

This policy applies to all members of the FFD including all employees, board members, volunteers, students and trainees who have access to patient information. The guidelines below include work and activities that occur at fire stations, headquarters, in the field or office, at home, or teleworking. These guidelines also apply to all work situations or activities and must be used as applicable.

### III. POLICY

It is the policy of the FFD to protect and maintain the confidentiality of Protected Health Information for all of its patients and employees.

### IV. DEFINITION

For purposes of this policy, District members include employees, board members, volunteers, students and trainees.

### V. GUIDELINES

- A. The District recognizes that it is necessary to obtain and communicate personal health information in the rendering of fire and emergency medical care. This information may exist in a variety of forms including oral, radio transmission, electronic, written or photographic materials. All such information is strictly confidential and protected by federal and state laws.
- B. The District provides services to patients that are private and confidential. Given the nature of Fire/EMS work, it is imperative that the confidentiality of patient information that is received both on active duty and in offices and quarters is maintained at all times.
- C. The District prohibits the release of any patient or employee information to anyone outside the organization unless required for purposes of treatment, payment or healthcare operations
- D. Discussions of Protected Health Information (PHI) within the District will be limited to the ***minimum necessary*** to perform the job.

- E. Acceptable uses of PHI within the District include, but are not limited to:
- Exchange of patient information needed for the treatment of the patient
  - Release of basic employee information upon receipt of a written request from a licensed practitioner
  - Billing and other essential healthcare operations
  - Internal audits
  - Quality Management activities
- F. Each employee of the District represents a crucial step in respecting the privacy rights of all internal and external customers.
- G. All District members must comply with all confidentiality policies and standard operating or administrative guidelines set in place by the District during their employment or association with the FFD.
- H. District members are prohibited from personally retaining any patient information they obtain while performing any services for patients. Upon request, District members must return any and all confidential patient information they may have in their possession.
- I. If a member knowingly or inadvertently breaches patient confidentiality policies or guidelines at any time, the member must immediately notify the Fire Chief who serves as the designated District Privacy Officer.
- J. Failure to comply with District HIPAA policies and related guidelines will result in progressive disciplinary action up to and including termination or prosecution for civil/criminal penalties.

## **CONFLICT OF INTEREST/OUTSIDE EMPLOYMENT**

### **I. PURPOSE**

To protect the integrity of District information, services, and employee efforts.

### **II. SCOPE**

This policy applies to all employees of the FFD.

### **III. POLICY**

It is the policy of the FFD that all employees shall avoid any activity, practice, secondary employment or act which might create a conflict between one's personal interest and one's employment with the District.

### **IV. GUIDELINES**

- A. No employee of the District may accept other employment in any organization that does business with FFD or is a competitor of FFD, unless the employee has received prior approval from the Fire Chief.
- B. If an employee or a member of the employee's immediate family has a financial interest in an organization that does business with FFD, and the interest might be sufficient to affect the employee's decisions or actions, the employee must fully disclose the interest to the Fire Chief and must not represent the District in any related transactions.
- C. While FFD does not prohibit the practice of holding a second job, the District does insist that an employee's job with FFD come first and that a second job does not interfere with or reflect unfavorably on the District. Employees holding a second job must provide written notification to the Fire Chief, and must maintain current notification at all times.
- D. No employee or member of the employee's immediate family shall accept or solicit any gift, service, special accommodation or other favors from any current or potential customers with whom FFD does business, if it might be inferred that such action could affect the employee's business decisions. This policy does not preclude normal, ethical business practices such as token luncheons, token gifts, advertising items such as pens, pencils, and calendars, or other gifts of nominal value.
- E. No employee shall directly or indirectly, give, offer or promise anything of value to any representative of any organization in connection with any transaction or business that FFD may have with the organization.

- F. No employee shall engage in conduct that is disloyal, disruptive, competitive or damaging to the reputation of the District.
- G. Because it is not possible to describe every situation that could arise involving potential conflicts of interest, employees are asked to carefully evaluate any activity that could be construed as potentially conflicting with their employment and to seek advice from the Fire Chief regarding such activity.

## **FRATERNIZATION**

### **I. PURPOSE**

To encourage sincere, concerned working relationships between coworkers at all levels within the District while minimizing the potential perception of favoritism and preventing the creation of an uncomfortable working environment for others.

### **II. SCOPE**

This policy applies to all employees of the District.

### **III. POLICY**

It is the policy of the FFD to discourage fraternization between supervisory and non-supervisory employees, or between coworkers who work together directly on a regular basis.

### **IV. DEFINITION**

For purposes of this policy, "fraternization" is defined as a relationship of an intimate or romantic nature or conduct that creates the appearance or impression that such a relationship exists.

### **V. GUIDELINES**

- A. In the event that a supervisor develops a relationship that would be construed as fraternization as defined in this policy, he is required to report such a relationship to the Fire Chief in order to allow the District to determine and document the consensual nature of the relationship.
- B. In the event that two employees who work together on a regular basis develop a relationship that would be construed as fraternization as defined in this policy, they are required to report such a relationship to the Fire Chief so as to allow to monitor the work environment.
- C. If it is determined, at the sole discretion of the Fire Chief, that such a relationship may be disruptive to a harmonious working environment, he may opt to reassign one of the two involved employees.

- C. Failure to comply with this policy shall be grounds for disciplinary action, up to and including termination of employment.

## **HOUSEKEEPING AND BASIC MAINTENANCE**

### **I. PURPOSE**

To ensure a clean and safe working environment for all employees while maintaining a positive appearance to the public eye.

### **II. SCOPE**

This policy applies to all employees of the FFD.

### **III. POLICY**

It is the policy of the FFD to require all District premises to be maintained in a clean and orderly fashion.

### **III. GUIDELINES**

- A. Every employee is responsible for maintaining the work station, as well as contributing to the upkeep of any District facility one enters.
- B. In the station, employees shall keep all clothing and other personal belongings in a locker or closet. Lockers and closets shall be kept neat and orderly.
- C. District or personal property shall not be placed or hung on the apparatus in such a manner that will be detrimental to the finish or use of the apparatus.
- D. Minor station repairs or maintenance duties shall be carried out by the on-duty crew. Major repairs or maintenance needs shall be reported to the Senior Captain.
- E. Because visitors may enter the stations at any time during the day and early evening hours, it is very important the appearance of the station present a positive image. Dormitory beds shall be covered with approved bed cover and shall be clear of all items during these hours.
- F. Station inspections shall be conducted daily by the station officer to ensure cleanliness of quarters and readiness of equipment.
- G. Chief Officers may conduct station inspections at their discretion.

## **PERSONAL FINANCES/GARNISHMENTS**

### **I. PURPOSE**

To comply with legal requirements surrounding wage attachments.

### **II. SCOPE**

This policy applies to all employees of the FFD.

### **III. POLICY**

The District views the attachment of an employee's wages (garnishment) as a serious matter, and encourages employees to make necessary arrangement for payment to creditors, so as to minimize the need for District assistance in collection and payment of such obligations. When such arrangements are not feasible, FFD shall comply with any requirements as set forth in the court-ordered garnishment.

### **IV. GUIDELINES**

- A. The District shall comply with all appropriate Federal and State regulations governing garnishments. Upon receipt of the appropriate writ or order, the employee shall be notified of the garnishment process and amounts that are to be withheld from the paycheck.
- B. It is the responsibility of the employee, whenever possible, to attempt to rectify the situation causing garnishment of wages. However, the District does recognize that some situations require garnishment of wages (i.e., child support), and thus, such a garnishment is not viewed as an unfavorable reflection on the employee.
- C. Because such writs, orders or attachments impose an administrative burden on the District, the District may seek reimbursement from the employee for costs incurred by the District, as permitted by law.

## **PERSONAL PROPERTY**

### **I. PURPOSE**

To protect the District from liability of loss of employees' personal belongings.

### **II. SCOPE**

This policy applies to all employees of the FFD.

### **III. POLICY**

It is the policy of FFD that it cannot assume responsibility for the loss or theft of employees' personal belongings.

### **IV. GUIDELINES**

- A. Employees shall exercise reasonable care with respect to personal property, including wallets, purses, personal electronics, cell phones, other items of personal value, and personal vehicles.
- B. Articles of personal property found on the premises shall be turned into either the Captain at that location or to the Administration Office for items found in that area.
- C. Employees, who in the course of performing normal work or while wearing required safety equipment and/or District provided uniforms or protective clothing, suffer damage to personal property, may be considered for reimbursement by the District.
- D. Reimbursement shall not be made for damage caused by an employee's own negligence or carelessness, or failure to wear required safety equipment and/or District-provided uniforms or protective clothing.

### **V. PROCEDURE FOR SEEKING REIMBURSEMENT FOR LOSS**

- A. In the event that an employee suffers a loss as stated in Guideline "C" above, the employee shall discuss with the supervisor the nature of the loss, the circumstances surrounding it and the reimbursement request.
- B. The supervisor shall notify the Fire Chief regarding the employee's request and a determination shall be made as to the dispensation of the request.

## **BULLETIN BOARDS**

### **I. PURPOSE**

To provide a permanent and official channel of communication to all employees.

### **II. SCOPE**

This policy applies to all employees of the Department.

### **III. POLICY**

Important Department information shall be displayed on bulletin boards located at strategic points throughout the Department facilities. Information may be of the following types:

- A. Legally required posters and notices
- B. Department standards, general rules and regulations
- C. Safety rules and related information
- D. Management memos and announcements (including job postings)
- E. Department-sponsored social and/or recreational events
- F. Training opportunities

**All employees shall be responsible for regularly checking and reading the bulletin boards and for following the rules, regulations, and instructions posted.**

### **IV. PROCEDURE**

- A. Station officers shall be responsible for maintaining the orderly appearance of the bulletin boards, posting new information, and removing dated materials.
- B. Any employee who wishes to post information on a Department bulletin board shall receive prior approval from the Fire Chief.
- C. Bulletin Boards shall be maintained in the Administration Office and in each station.

## **MEDIA RELATIONS**

### **I. PURPOSE**

To establish a means for accurate and consistent dissemination of information to the media.

### **II. SCOPE**

This policy applies to all employees of the District, with the exception of the Fire Chief, who may exercise discretion in the release of information to the media.

### **III. POLICY**

In order to ensure clear, consistent and accurate dissemination of information to the media, it is the policy of the District to channel all media inquiries and communications through established contacts within the organization.

### **IV. GUIDELINES**

- A. Press and media inquiries regarding the District should be directed as follows:
  - 1. On scene, initial release of information should be provided by the designated Public Information Officer, who will be directed by the officer in command of the scene.
  - 2. For routine, non-emergency communications, media inquiries should be directed to the Public Information Officer.
- B. The above listed individuals will serve as the primary spokespersons to the press, unless they opt to designate an alternative spokesperson for a particular inquiry, in which case the alternate person will be provided necessary information or data to respond to the inquiry.
- C. Press releases may be issued only through the Public Information Officer.
- D. Employees who identify any opportunity for favorable publicity for the District should contact the Public Information Officer, who will determine the District's interest, and if necessary, provide any needed information or materials.

## **TOBACCO USE**

### **I. PURPOSE**

To promote and maintain guidelines regarding tobacco use in the workplace that are in consideration of the health and safety of employees, visitors, and the public.

### **II. SCOPE**

This policy applies to all employees, and in part to visitors on District premises.

### **III. POLICY**

It is the policy of the District to control the use of tobacco in the workplace in accordance with the rights, needs, health and concerns of tobacco users and non-users alike.

### **IV. DEFINITION**

Tobacco use includes smoking and the use of chewing tobacco.

### **V. GUIDELINES**

- A. Tobacco use is prohibited in all District facilities and vehicles.
- B. Tobacco use may be allowed in designated areas outside of the buildings, no less than 20 feet away, as long as it is not within public view. This includes patio areas.
- C. Receptacles are provided near the buildings, and all tobacco users are expected to use the receptacles, as well as thoroughly clean and maintain the receptacles and the surrounding areas. Chewing tobacco waste shall be allowed on dirt, rocks or asphalt, but is prohibited on concrete or any other surface which could cause an unsightly condition.
- D. Tobacco use shall not interfere with the daily routine, department activities, or other functions, and shall be supervised by the immediate supervisor or any other person acting in a supervisory role.
- E. Tobacco use is not allowed on any calls, emergency or non-emergency scenes to which the District has been dispatched.
- F. Tobacco use is strictly prohibited during any public contact.

- G. These guidelines will not supersede any local or state laws, or any existing or future regulations established for fire, health or safety reasons.
- H. Any employee using tobacco is requested to be considerate of the rights and health concerns of fellow employees.
- I. Any employee who fails to adhere to the Tobacco Use policy shall be subject to disciplinary action, up to and including termination of employment.

## **VISITORS**

### **I. PURPOSE**

To allow for visitation to the fire stations by members of the public while maintaining controls that allow for minimal disruption to station operations.

### **II. SCOPE**

This policy applies to any individuals wishing to visit stations or any employees wishing to have visitors in the station.

### **III. POLICY**

It is the policy of FFD to recognize visitors' desires to view apparatus and quarters and to allow for such visits as long as there is minimal interruption to emergency response.

### **IV. GUIDELINES**

- A. Visitors shall be allowed in the station, but shall be escorted by an employee after the visitor has identified the purpose of the visit.
- B. Under normal circumstances, the following persons shall not be restricted from quarters:
  - Family member of an employee on duty at the station
  - Vendors/suppliers making deliveries or performing services
  - Public employees entering in connection with their duties
  - Children who wish to tour quarters (shall be accompanied by an adult)
  - Scouts who may be working toward special badges
  - Any other individual or group seeking information or training regarding fire/emergency medical services
- C. No visitors shall be allowed in the stations before 0730 hours or after 2200 hours, without the approval of the station officer.
- D. Employees are responsible for the conduct of their visitors or guests at all times while on District property. Unless prior approval is obtained from the Fire Chief, guests and visitors shall be limited to free time periods and not during scheduled activities.
- E. Officers may restrict visitation if it is deemed to be in the best interest of the Department.

## USE OF TELEPHONES/CELLULAR PHONES

### I. PURPOSE

To provide employees with a means of communications outside of the District without creating disruptions in the workplace.

### II. SCOPE

This policy applies to all employees of the District.

### III. POLICY

It is the policy of the District to place telephones in all District facilities for reasonable use by employees and to provide District issued cellular phones to certain employees for whom the District deems it necessary for business needs.

### IV. GUIDELINES

#### ***Telephones***

- A. Telephones are placed in all facilities so that employees may complete their assigned duties and communicate with others outside the District.
- B. Phones may be used for personal calls, as long as their use does not interfere with the effective operation of the employee's normal daily activities. Additionally, employees may not conduct other business on District phones. When possible, suppression employees shall limit the use of the telephone for personal calls.
- C. Employees are encouraged to be considerate of the needs of other employees, therefore limiting their calls to a reasonable duration. Additionally, as a courtesy to other employees, incoming phone calls shall be restricted to prior to 2200 hours, unless in the case of an emergency.
- D. Long distance phone calls, both personal and District-related, shall not be made without prior approval of the supervisor. Personal long distance calls shall be restricted to emergency use, and the employee shall reimburse the District for any long distance toll charges.

#### ***District Issued Cellular Phones***

- E. In order to protect an employee issued a District cellular phone from incurring a tax liability for personal use, the District cellular phones are to be used primarily for District-related business. Personal use of the District cellular phone shall be restricted to infrequent and emergency events.

- F. If the employee's use of the cell phone results in the District incurring additional expense, the employee shall be notified by the Administrative Manager and provide reimbursement to the District for that expense. If said use continues, the District may take the District cellular phone away from the employee and the employee may then be subject to progressive disciplinary action per policy.
- G. If an employee loses or damages a District-issued cellular phone, that employee is responsible for the cost of replacing that phone at the discretion of the Fire Chief.
- H. Any employee whose job responsibilities require regular or occasional driving are expected to use extreme caution when using the cellular phone. Whenever possible, employees shall pull off to the side of the road and stop the vehicle before placing or accepting a call. Additionally, whenever possible, an employee using a cellular phone shall use hands-free equipment to further increase safety.

#### ***Personal Cellular Phones***

- I. Cellular phones may be used for personal purposes only on a very limited basis, and conversations shall be limited to five (5) minutes. Personal cell phones must never be cause for delay in responding to a patient or beginning an assignment, and should never be used while completing an assignment. While attending to a patient, or while operating a company vehicle or equipment, personnel shall not, under any circumstances, respond to (or make) a personal cellular telephone call, send text messages, or check electronic mail on PDA's or other such devices. Personnel are prohibited from using personal cellular telephones or PDA's between the dispatch of a call and the time that the call is cleared. Use of personal cell phone is prohibited while at the hospital and while getting the unit ready to respond or while completing necessary paperwork. Excessive personal calls during the workday may interfere with employee productivity; if that occurs, the employee shall be subject to disciplinary action, up to and including termination of employment.
- J. The District shall not be liable for any damage or loss of personal cellular phones brought into the workplace.

#### ***Telephone Contact***

- K. All employees are required to maintain a personal telephone contact in order to facilitate notification and communication between the District and the employee. This telephone contact may be via cellular phone and will be kept strictly confidential unless the District is otherwise notified.

## **USE OF COMPUTERS/INTERNET/ELECTRONIC MAIL**

### **I. PURPOSE**

To provide employees with the use of up-to-date computer technology in a way that is beneficial to the employee in his job, but not disruptive to the workplace.

### **II. SCOPE**

This policy applies to all employees of the District.

### **III. POLICY**

It is the policy of the District to place computers in District facilities and to provide Internet access for use by employees in conducting District business.

### **IV. GUIDELINES**

- A. Computers are placed in all District facilities so that employees may complete their assigned duties and communicate with others outside of the District.
- B. All components of this policy also apply to the use of personal computers that an employee may elect to bring on to District premises.
- C. The District utilizes the Internet for business purposes. Additionally, the District provides electronic mail addresses for employees. The use of these systems is intended primarily for District-related work activities, as well as for those activities which promote skill building and knowledge enhancement. Employees shall limit the use of such systems for non-work related or personal business so that it does not interfere with daily operations.
- D. It is the responsibility of each employee to ensure that District information disbursed via these systems is accurate, appropriate and lawful. Unauthorized copies of copyrighted or licensed materials on the Internet may not be created, distributed, or knowingly utilized.
- E. Employees shall not expect privacy in their Internet and electronic mail use and communications; management retains the right to review all employee activities on the systems.
- F. Employees are to utilize only the software programs provided by the District on the District-owned computers. Downloading of software programs to District computers may only be done with the prior approval

of the Fire Chief. Likewise, exporting system or other computer software is strictly prohibited without the prior approval of the Fire Chief.

- G. Employees are prohibited from accessing pornographic or otherwise inappropriate websites on the internet while on District premises, including but not limited to pornographic sites, myspace, facebook or otherwise inappropriate websites that may be detrimental to the District.
- H. Confidential information should be protected at all times. Employees should take all necessary steps to prevent unauthorized access to this information.
- I. Authorized users are responsible for the security of their individual passwords and accounts; passwords are not to be disclosed to others and should be changed quarterly.
- J. All computers and remote devices should be secured with a password-protected screen saver and set to deactivate after being left unattended in excess of ten minutes.
- K. All computer equipment used by departmental employees shall regularly run approved virus-scanning software with a current virus database.
- L. Any introduction of malicious programs (i.e., viruses, worms) into the network or server is strictly forbidden and may result in disciplinary action up to and including termination.
- M. Sending unsolicited e-mail messages (e-mail spam) to individuals who did not specifically request such or creating or forwarding chain letters or other "pyramid" type schemes shall be forbidden.
- N. The posting of any District-related pictures and/or videos to any website shall be at the discretion of the Fire Chief; employees shall obtain approval prior to such action. Under no circumstances shall any personnel be permitted to use the camera function of a personal cellular telephone while on duty. Personnel are prohibited to use cameras or other picture taking or image generating devices authorized and disused by Fry Fire District while on duty. FFD issued devices are intended to be used for medical purposes only such as to document the position of vehicles and patients at the scene of an accident or to document mechanism of injury for the use by the receiving facility to assist in guiding treatment. No other picture taking devices, including personal electronic devices, PDA's, cameras, or other personal computers (not issued by or authorized by Fry Fire District for patient care purposes) shall be used by personnel while on duty. Any photographs containing individually identifiable information are covered by the HIPAA Privacy Rule and must

be protected in the same manner as patient care reports and other such documentation. Any on-scene images and any other images taken by an employee in the course and scope of their employment are solely the property of FFD, not the individual staff member. This includes any image inadvertently taken with a staff member's personally owned cell phone camera or other digital imaging device. No images taken by an employee in the course and scope of their employment may be used, printed, copied, scanned, e-mailed, posted, shared or distributed in any manner without the expressed, written approval from the Fire Chief. This prohibition includes posting photos on personal web sites, such as FaceBook or MySpace, or on other public safety web sites, or e-mailing images to friends, colleagues or others in the EMS or Fire industry.

- O. Upon termination of employment with the District, employees are prohibited from taking any computer-related programs, files, or materials for personal possession. Access to the District's computer system shall be eliminated at the point of termination.

## USE OF DISTRICT ISSUED VEHICLES

### I. PURPOSE

To ensure fiscal responsibility as it relates to use of District vehicles.

### II. SCOPE

This policy applies to any FFD employee who drives a District vehicle.

### III. POLICY

It is the policy of the FFD to provide District vehicles to certain employees with the understanding that it is a public safety vehicle and subject to the guidelines set forth below.

### IV. GUIDELINES

- A. The District may at its discretion provide take-home vehicles to specific officers or other individuals designated by the Fire Chief. These vehicles may be taken home due to the need for availability for 24 hour response to emergency scenes. Additionally, the vehicles may be driven for business purposes at any time.
- B. Use of code lights, sirens or other emergency response equipment in District-issued vehicles shall be limited to appropriate District response situations only.
- C. Those employees who are issued a District vehicle shall use the vehicle for personal use only to commute to and from work and for infrequent, *de minimus* occurrences. The use of District vehicles for other personal business is prohibited.
- D. Unauthorized persons shall not operate District vehicles. All drivers shall possess a valid State of Arizona driver's license.
- E. The driver and all passengers of any District vehicle shall use seat belts.
- F. District vehicles shall be driven in accordance with all applicable traffic laws. The driver is responsible for the payment of any fines levied for driver related violations.
- G. Vehicles shall be driven within the operational and design limits of the vehicle. Special attention must be given to traffic, weather, and/or other road conditions.

- H. District vehicles shall not be used for the storage of personal belongings that could interfere with the use of the vehicle for any District purpose.
- I. The person to whom the vehicle is assigned shall be assigned to keep the vehicle clean and in good mechanical condition at district expense
- J. All accidents, regardless of the severity, and any damage to District vehicles shall immediately be reported to the Fire Chief. In the event of such, the driver shall ensure that required police reports are filed and insurance information is exchanged. The driver shall also follow District policy regarding drug/alcohol screening following a driving accident.

## **ATHLETICS AND ON-DUTY RECREATIONAL ACTIVITIES**

### **I. PURPOSE**

To outline acceptable conduct for suppression employees during appropriate times.

### **II. SCOPE**

This policy applies to all suppression employees.

### **III. POLICY**

It is the policy of the District to allow time for employees to participate in physical fitness or recreational activities during their duty shift, provided that such activity does not interfere with the completion of required duties.

### **IV. GUIDELINES**

- A. Employees shall devote their on-duty time to scheduled and required activities as outlined in the Standard Operating Procedures and/or the department training calendar. With the approval of the Captain, employees may occupy their time with other activities during times outside of the daily routine (i.e., evenings, meal time, holidays).
- B. Television viewing is permitted only after completion of daily routine activities. The television shall only be on during the lunch hour or before or after the normal duty day. Captains may use discretion on weekends and holidays. Exception to this guideline may be made for the purpose of viewing a training video or a newsworthy event.
- C. In order to reduce the possibility for injury to employees, no contact sports are allowed while on duty or on District premises. Generally, any sport that provides physical contact between opponents could result in physical injury and thus is prohibited. Examples of such activities include but are not limited to basketball, football, wrestling, roller hockey and volleyball. Additionally, due to the potential of injury, extreme weightlifting shall also be prohibited.
- D. Any employee who participates in the type of activities noted may be disqualified for benefits under disability related benefit plans.

## **PHYSICAL FITNESS**

### **I. PURPOSE**

To ensure that FFD employees are physically able to perform the duties of their jobs in a safe, effective, and injury-free manner, and to strive for the goal to continue such throughout their career in fire service.

### **II. SCOPE**

This policy applies to all suppression personnel.

### **III. POLICY**

A major commitment of the FFD is to the welfare of its members. In an effort to ensure that members can meet the rigorous physical demands required of suppression personnel, and to lessen the potential for injury, it is a requirement that all suppression employees participate in the District's Physical Fitness program.

### **IV. GUIDELINES**

- A. The Captains shall allocate adequate time during each shift for employees to participate in physical fitness activity as outlined in the Physical Fitness Program, and participation by all crewmembers shall be required.
- B. When participating in physical fitness training activities, consideration shall be given to minimizing delay in response to alarms.
- C. Employees shall refrain from utilizing public facilities, if such use may cause inconvenience to citizens.
- D. Employees are expected to avoid fitness activities that lend themselves to frequent injury or potential for harm to District or private property (see policy entitled "Athletics and On-Duty Recreational Activities").
- E. The uniform for physical fitness activity shall be consistent with the policy entitled "Uniform and Grooming Standards".

## **DRUG AND ALCOHOL TESTING**

### **I. PURPOSE**

To establish and maintain a drug- and alcohol-free workplace in the interest of public safety and a healthy and productive work environment, by prohibiting the use, consumption, influence, possession, distribution or sale of illegal drugs or controlled substances and/or alcohol while on duty.

### **II. SCOPE**

This policy applies to all prospective and current employees.

### **III. POLICY**

It is the policy of the District to demand a drug and alcohol-free work environment so that employees have safe, healthy, and productive conditions in which to work, and so that the community receives the high quality of service that it expects. The maintenance of such an environment justifies the use of a reasonable employee drug/alcohol-testing program. Any employee failing to meet this policy shall be subject to discipline, up to and including termination of employment. To ensure that our members function in a safe, healthy and productive manner, the District will stress education, prevention, intervention and rehabilitation as it relates to drug and alcohol use or abuse.

### **IV. GUIDELINES**

- A. In order to ensure fitness for duty, all suppression employees shall be required to report the use of any prescription medications, as well as any over-the-counter medications that may produce side effects that could alter one's ability to perform the duties of their job. Such a report shall be made to the Fire Chief, who shall report it to the District's physician for consideration. The physician will determine whether any work restriction or limitation is indicated and inform the District and the individual of such restriction.
- B. Use of Alcohol / Illegal Drugs
  - 1. Alcohol -- Employees may not buy, obtain, use, possess, manufacture, distribute, dispense, sell, or transfer alcohol while on duty, while working, while on District property, while in uniform, or while operating District equipment, machinery, or vehicles or personal vehicles while on duty. Employees may not work or report to work within 8 hours of having consumed any alcoholic beverage, nor may they report to work under the influence of alcohol or with an alcohol level of .04 or greater (as per DOT standard).

2. **Illegal Drugs** – Employees may not buy, obtain, use, possess, manufacture, distribute, dispense, sell, or transfer illegal drugs while on duty, while working, while on District property, while in uniform, or while operating District equipment, machinery, or vehicles or personal vehicles while on duty. Employees may not work or report to duty under the influence of illegal drugs or the metabolites of illegal drugs.
- C. **Reporting Violations** -- All employees have the responsibility to immediately report unsafe working conditions or hazardous activities that may jeopardize their safety, the safety of fellow employees and the safety of the public we serve. This includes the responsibility to immediately report any violations of this Drug and Alcohol policy.
- D. In order to ensure a drug- and alcohol-free work environment, drug testing may be required under the following circumstances:

**Pre-Employment** -- All prospective employees will be required to pass a drug screen as part of their pre-employment physical examination.

**Annual Physical Examination** -- Suppression employees of the FFD shall be required to pass a drug and alcohol screening process on an annual basis as part of their annual physical examination. Submission of test results from a qualified laboratory retained by a full-time employer shall meet this requirement for the reserve employees of the District.

**For Cause** -- Suspicion of drug or alcohol use as determined by good faith behavioral observation, performance problems, or employee complaints that are not confirmed by a third party (for instance, but not limited to slurred speech, lack of coordination, erratic behavior, odor of alcohol or marijuana, bloodshot eyes, dilated pupils, incoherence, drowsiness, chronic absenteeism, witnessed use).

**Post-Accident/Incident Involvement** -- Employees involved in on-the-job accidents or other work-related incidents where it is reasonably possible that drug/alcohol use could be a contributing factor. Decisions regarding "involvement" and/or "reasonably possible" are at the sole discretion of the Fire Chief. However, any circumstance in which an employee is sent for medical evaluation and/or treatment for a work-related accident or injury shall automatically require a drug and alcohol screen.

**Treatment Program** – Any employee who is referred by the District for chemical dependency evaluation or treatment or who is participating in a District approved chemical dependency treatment program shall be

required to undergo periodic unannounced drug/alcohol testing during the evaluation or treatment period and for a period of up to two years following return to duty.

E. Testing Methods and Collection Procedures:

The testing method will include the following provisions:

1. Collection will be performed under reasonable and sanitary conditions.
2. Employee to be tested will have an opportunity to provide relevant medical, prescription or other information to medical personnel prior to being tested.
3. Collections will be documented through proper labeling and chain-of-custody procedures to preclude the possibility of contamination, adulteration, or misidentification.
4. Testing shall be by scientifically accepted methods and procedures.
5. Sample testing shall be done by a Laboratory approved or certified by the U.S. Department of Health and Human Services, the College of American Pathologists or the Department of Health Services.
6. The drugs of abuse groups tested for are: Amphetamines, barbiturates, benzodiazepines, cocaine, methadone, opiates, phencyclidine (PCP), propoxyphene, and marijuana. Initial screening shall be performed by Enzyme Immunoassay. All confirmation testing shall be performed by gas chromatography/mass spectrometry (GC/MS). Alcohol screening shall use evidential breath testing (EBT) devices. Two breath tests are required to determine if a person has a prohibited alcohol concentration.
7. Positive tests shall be confirmed using a different chemical process from the initial test method.
8. All positive tests shall be reviewed by a Medical Review Officer before notification to the District.
9. A two-step test, Screen and Confirmation, shall be utilized.

The Collection Procedure requires that when the conditions of testing have been met, an employee shall be sent to a pre-determined facility while on paid time, or a mobile unit from the facility shall be dispatched to

the employee's working location. At the District's expense, testing shall proceed as quickly as possible. Collection of the sample(s) shall be done by medical facility personnel. Specific procedure information is provided within this policy, under Section IV, "PROCEDURE".

F. Consequences of testing refusal and/or interference:

1. Refusal by an employee to cooperate under this policy shall be grounds for termination of employment. Refusal by a prospective employee to cooperate under this policy shall be grounds for the District to refuse to hire the individual.
2. Any employee who attempts to interfere, alter, substitute, or in any way affect the outcome of the drug and alcohol screening test process shall be subject to disciplinary action, up to and including termination.
3. Any employee who fails to report immediately to the designated testing facility shall be subject to disciplinary action, up to and including termination.

G. Actions that may be taken based upon test results:

1. A confirmed positive test result may result in one of the following actions:
  - a. **First offense, with good performance and behavior record** -- Leave of Absence may be granted (without pay, after any and all paid leave time has first been utilized) for a maximum of twelve weeks to participate in a rehabilitation program approved in advance by the District. Any out-of-pocket costs associated with a rehabilitation program shall be at the employee's expense. Failure to fully comply with the terms of a rehabilitation program shall subject the employee to termination of employment.
  - b. **First Offense, with poor performance and behavior record** – Subject to disciplinary suspension without pay, followed by Leave of absence (without pay, after any and all leave has first been utilized) for a maximum of twelve weeks to participate in a rehabilitation program approved by the District. Any out-of-pocket expenses associated with the program will be borne by the employee. Failure to fully comply with the terms of a rehabilitation program will subject the employee to termination of employment.

- c. **Second Offense** -- Termination of employment.
- 2. **Voluntary notification of drug/alcohol use/abuse by an employee to the District prior to employer's notice of suspicion to employee** – Disciplinary measures will not be taken, however, the employee shall be required to participate in a rehabilitation program approved by the District. Leave of Absence shall be granted (without pay, after any and all paid leave has first been utilized) for a maximum of twelve weeks to participate in a rehabilitation program approved in advance by the District. Any costs associated with a rehabilitation program shall be at the employee's expense. Failure to fully comply with the terms of a rehabilitation program shall subject the employee to termination of employment.
- 3. In the event that an employee takes a Leave of Absence to enter a rehabilitation program, the employee shall be required to sign a release of information to allow treatment information to be shared with the Fire Chief.
- 4. **Return To Duty** -- Information regarding the employee's participation, progress, and successful completion of the rehabilitation program, as well as readiness for return to duty shall be communicated to the Fire Chief through the rehabilitation program coordinator.

As a general rule, the employee shall be subject to follow-up random testing for up to two years to ensure that the employee remains drug- and alcohol-free.

- H **Employee's right to obtain written test results:** If requested in writing to the Fire Chief, an employee or prospective employee that has been tested may receive a copy of the written test results.
- I. **Employee's right to explain positive test result:** An employee testing positive shall have an opportunity to meet with the Fire Chief to contest or explain the positive results before any employment status action is final. An employee shall not be allowed to return to work after a positive test and prior to an opportunity for such a meeting. No compensation shall be earned after the test is completed and the employee has been released from the medical facility.
- J. **Confidentiality of test results:** All information, communications and/or documents obtained by the District in association with the testing portion of this policy shall become a part of the employee's confidential medical file (separate from the standard personnel file), with access only by the

Fire Chief or his designated representative, and shall not be used or received in evidence, obtained in discovery or disclosed in any public or private proceeding, unless related to an action taken by the District or the employee, except disclosure to:

1. The tested employee, prospective employee or other person designated in writing by that employee or prospective employee.
  2. Individuals designated by the District to receive and evaluate test results or hear the explanation of the employee or prospective employee.
  3. An Arbitrator, Mediator, Court or Governmental Agency as authorized by State or Federal Law.
- K. Except as otherwise permitted by law, no sample taken for testing under this policy shall be tested for any substance or condition except the drug/alcohol allowed in this policy.

#### **IV. PROCEDURE**

##### **A. Management Procedure:**

If an Officer or member of management of the District has knowledge of or reasonably suspects that an employee meets the requirements for drug/alcohol testing as stated within this policy, the following procedure shall be followed:

1. After noting and documenting the time, the officer/manager shall remove the employee from any work area and/or responsibility while maintaining visual contact of the subject employee at all times. If the employee has been involved in an accident or incident, any injuries will be addressed and resolved as a number one priority. The test procedure is not to be pursued until and unless the employee is safe and stable. If an employee must receive outside medical attention, emergency medical personnel will be told of the District's drug/alcohol testing policy so proper samples may be retained when it is safe to do so.
2. The employee shall be told that drug or alcohol use is a reasonable suspicion and that the appropriate District officials are going to be contacted for assistance in initiating the testing procedure.
3. The officer or manager on duty shall notify a Chief officer. After obtaining basic information, the Chief officer shall make arrangements for transportation to the medical facility. A District

officer will maintain visual contact until the employee has been turned over to medical facility personnel. Consent forms shall be completed in the presence of a District officer or medical personnel.

4. If an employee fails to submit to a test, the employee shall be suspended without pay until further notice, and subject to termination for failure to submit to a drug/alcohol test. The employee will be told that the District will contact them by phone or mail to communicate further action.

**B. District Notification Procedure:**

1. The medical facility shall contact the Fire Chief or his designated representative with confidential verbal notification of the results of the test results. If the test is positive, the results of the confirmation test shall also be provided. Written documentation of any test results shall be forwarded by confidential fax or mail (if faxed, the Fire Chief or his designated representative will be contacted immediately preceding the fax transmission to assure that only he receives the fax directly off the machine).
2. The Fire Chief shall notify the tested employee by phone of the results of the test. If requested by the tested employee, a copy of the written test results will be made available for the employee.
3. In the case of a negative test result, the employee shall be notified of the test results and the return-to-work schedule. The employee's personnel file shall be purged of any information related to the test, and documentation of the negative test shall be maintained in the employee's separate medical file.
4. In the case of a confirmed positive result, the Fire Chief shall determine the level of discipline, which shall be carried out in accordance with policy. Information regarding the disciplinary action shall be maintained in the employee's personnel file. Information specifically regarding the testing shall be maintained in the employee's separate medical file.

# **COMPENSATION ADMINISTRATION**

## COMPENSATION ADMINISTRATION

### I. PURPOSE

To provide a compensation system that shall provide internal equity and externally competitive wages, while allowing for a career-oriented platform that encourages employee growth and retention.

### II. SCOPE

This policy applies to all FFD employees.

### III. POLICY

It is the policy of the District to provide a compensation system that sets forth salary ranges for each position classification, based upon a step system, along with guidelines to allow for salary adjustments for other circumstances. The salary schedules are approved by the Board of Directors and set forth in the classification system administered by the Fire Chief.

### IV. GUIDELINES

- A. Newly hired employees shall be paid the minimum step rate for their position, unless special circumstances are deemed by the Fire Chief to warrant a hiring rate at a higher level.
- B. If an employee's annual performance evaluation meets or exceeds the standard, an employee shall be eligible for a step increase on his classification date. If an employee's annual performance evaluation does not meet the standard, he shall not be eligible for a step increase. An employee's increase may vary in range anywhere from zero to five percent.
- C. The maximum base pay rate shall be at the top step of the salary range for any position classification. If an employee is in the top step of the pay scale, he shall not be eligible for a step increase.
- D. In the event of a Board decision to grant a cost of living increase (COLA), the determined percentage increase shall be applied across the board to the salary scale. Upon such change to the scale, employees' salaries shall increase accordingly. The cost of living is separate from a step increase, and the COLA increase shall not change the employee's classification date.

- E. If an individual who had left the employ of the District is rehired, the employee may be reinstated to the original position and compensation level (if vacant) within one year. Upon reinstatement, the employee shall serve a probationary period of twelve months, or less if deemed appropriate by the Fire Chief.

## **WAGE DIFFERENTIALS**

### **I. PURPOSE**

To additionally compensate employees who possess additional skills or certifications which are above and beyond the basic requirements of their base rank/position.

### **II. SCOPE**

This policy applies to all operations employees below the rank of Fire Chief.

### **III. POLICY**

It is the policy of the District to pay a wage differential for specific skills as noted in the guidelines below.

### **IV. GUIDELINES**

- A. Wage differentials are paid as part of an employee's base hourly rate. The wage differential is paid in addition to the employee's biweekly pay. The differential is also included in any overtime any employee may receive.
- B. The District has a finite number of positions available for employees with special skills or special team assignments. Therefore, employees may be required to apply and test for an assignment to a position compensated by differential pay.
- C. The following skill areas are compensable by wage differential:
  - Paramedic
  - E.M.T.
- D. In order to continue receiving a wage differential, the employee must maintain certifications and meet the training requirements for that assignment.

## **PERFORMANCE REVIEWS**

### **I. PURPOSE**

To provide a process by which the job performance of each employee is appraised for the purposes of individual and organizational development and career advancement.

### **II. SCOPE**

This policy applies to the performance review of all employees, with the exception of the Fire Chief, who is reviewed at the discretion of the Fire Board.

### **III. POLICY**

The employee performance review process shall be managed to accomplish the following objectives:

- A. To provide employees with full and accurate information and feedback concerning their performance.
- B. To identify performance elements in which employees do well and those elements that require improvement. To establish plans to correct performance shortcomings and to establish goals for the upcoming work period.
- C. To provide employees with the opportunity to ask questions and/or give comments and feedback regarding their overall employment with the District.
- D. To facilitate planning for future training and promotional opportunities.
- E. To determine the appropriateness of a pay increase.

### **IV. GUIDELINES**

#### **A. Evaluation Criteria**

- 1. All performance reviews shall be completed on the approved form.
- 2. For applicable positions, National Fire Protection Association (NFPA) Standards of Professional Qualifications shall be used as a basic guideline for performance determination. For those positions not affected by NFPA, performance standards shall be established for purposes of employee evaluation. In addition, District policies,

procedures and directives shall be used as guidelines for performance determination.

3. Principal considerations within the evaluation may include, but are not limited to: job knowledge, quality and quantity of work, attendance, teamwork, communication, adherence to policies and procedures, ability to execute position responsibilities, etc.

#### **B. Approvals**

1. The Board of Directors shall approve all funds to be allocated for pay increases during annual budget process.
2. The Fire Chief shall approve the performance evaluations as well as the pay increases for all employees.

### **V. PROCEDURES FOR PERFORMANCE REVIEW PROCESS**

Each supervisor is responsible for conducting performance reviews for each of their assigned subordinate employees.

#### **A. Timing**

1. All new and newly promoted part-time and full-time employees will receive a formal, written performance review after six months of employment and at the end of their probationary year.
2. Beyond the probationary period, all part-time and full-time employees shall receive annual performance evaluations. The performance evaluation process shall be completed on the anniversary date of the most recent promotion, or date of hire if Firefighter.
3. Reserve firefighters will be formally reviewed annually on or by June 30.
4. Special reviews may also be conducted at the discretion of the Fire Chief.

#### **B. Performance Review Administration**

1. Administration of the reviews is the responsibility of the supervisor. Supervisors shall prepare the review and forward to the Fire Chief for approval at least 14 days in advance of the required evaluation date.

2. The Fire Chief shall review and grant final approval on each evaluation within seven days of receipt and return to the supervisor for delivery to the employee.

**C. Performance Review Discussion**

The supervisor shall hold a discussion with the employee regarding each performance review. The discussion shall be held at a prearranged time in a private location free from interruptions.

**D. Employee Signature**

The employee shall be asked to acknowledge receipt of the evaluation by signing the form. Additionally, the employee may provide comments if so desired. If the employee refuses to sign the form, the supervisor shall write in "Employee Refuses to Sign" and initial and date the form.

- E. All evaluations shall be maintained in the employee's central personnel file.

## **WORK SCHEDULES (OPERATIONS)**

### **I. PURPOSE**

To designate hours of work and define the work period so as to remain in compliance with the timekeeping requirements of the Fair Labor Standards Act.

### **II. SCOPE**

This policy applies to all suppression personnel, including reserves.

### **III. POLICY**

FFD shall establish work schedules as deemed necessary based upon such factors as workload, customer service need, and the efficient management of employees.

### **IV. DEFINITIONS**

The following definitions are provided to ensure proper application of the timekeeping requirements of the Fair Labor Standards Act.

- A. The **workday** begins and ends at 0800 hours.
- B. The **workweek** for FFD suppression personnel begins and ends at 0800 hours on Monday.
- C. The **work period** for purposes of calculation of overtime is 28 days.

### **V. GUIDELINES**

- A. Supervisors are entitled to establish schedules, reschedule hours of work, and schedule overtime hours, as deemed necessary.
- B. No employee may work more than 48 consecutive hours on duty. No employee may work a consecutive 48-hour period without having been off duty for the 24-hour period prior. This applies to shift trade time and overtime within the department, as well as to time worked for outside employment. Exception may be granted at the discretion of the Fire Chief in the case of an emergency situation.

## WORK SCHEDULES (SUPPORT STAFF)

### I. PURPOSE

To designate hours of work and define the workweek so as to remain in compliance with the timekeeping requirements of the Fair Labor Standards Act.

### II. SCOPE

This policy applies to all support staff personnel.

### III. POLICY

FFD shall establish work schedules as deemed necessary based upon such factors as workload, customer service need, and the efficient management of employees.

### IV. DEFINITIONS

The following definitions are provided to ensure proper application of the timekeeping requirements of the Fair Labor Standards Act.

- A. The **workday** begins and ends at midnight.
- B. The **workweek** for FFD is Monday through Sunday beginning and ending at midnight.

### V. GUIDELINES

- A. Supervisors are entitled to establish schedules, reschedule hours of work, and scheduled overtime hours, as deemed necessary.

## **TIMEKEEPING REQUIREMENTS**

### **I. PURPOSE**

To assure compliance with the timekeeping requirements set forth by the Wage and Hour Division of the Civil Rights Commission.

### **II. SCOPE**

This policy applies to all employees of the FFD.

### **III. POLICY**

In order to maintain accurate time records, all employees are required to complete an individual timesheet on a bi-weekly basis.

### **IV. DEFINITIONS**

- A. Timesheets cover a two-week period but shall be completed at the end of each workday.
- B. Employees are not permitted to sign in or begin work before their normal starting time or to stop work after their normal ending time without their supervisor's prior approval.
- C. The completion of another employee's time record or the falsification of any time record is prohibited and may be grounds for disciplinary action, up to and including termination.
- D. In the event that an employee is out on a paid absence and therefore unable to complete a timesheet, it shall be the responsibility of the supervisor to complete and submit the timesheet for the employee.
- E. Those employees who are exempt (according to the Fair Labor Standards Act) are not required to record daily hours, but shall submit a timesheet for any pay period in which there are exceptions to the regular salary (i.e., holiday, paid time off, jury duty).
- F. In the event of off-duty callbacks, employees shall be paid a minimum of one hour per call. For any time beyond the first hour, actual time worked shall be paid.
- G. Time for attendance at drills and required meetings shall be recorded and paid based upon actual time of attendance, with a one-hour minimum.

- H. For purposes of attending job-related classes, time will be paid as follows:
  - 1. If attendance is *required* by the District, all time in class shall be paid.
  - 2. If attendance is voluntary, and with prior approval from the Fire Chief, the time shall not be paid, unless it is charged to the employee's annual leave accrual or taken as a shift trade.

**V. PROCEDURE FOR TIMESHEET COMPLETION**

- A. Non-exempt support staff employees shall record their starting time, time out for lunch (or other non-work time), time in from lunch, ending time and total hours worked for each workday. Suppression personnel are not required to record meal breaks, as such time is considered part of their total hours worked.
- B. Any absence from regularly scheduled work shall be explained on the timesheet (i.e., vacation, sick leave, jury duty).
- C. Authorized overtime shall be identified and authorized by the supervisor on the timesheet. The overtime slips are tallied and added to the regular timesheet at the end of the work period. If overtime is worked, but not approved, the pay will still be honored; however, the employee may be subject to disciplinary action.

## OVERTIME COMPENSATION

### I. PURPOSE

To provide guidelines for administration of the overtime pay policy in compliance with applicable Federal and State wage and hour regulations.

### II. SCOPE

This policy applies to all hourly, non-exempt employees.

### III. POLICY

Based upon the normal suppression schedule, full-time suppression personnel shall normally be scheduled for hours that qualify for overtime payment as regulated in the overtime provisions of the Fair Labor Standards Act. Additionally, FFD may at times require employees to work overtime when deemed necessary by a supervisor. Non-exempt employees shall receive payment for overtime in accordance with the overtime provisions of the Fair Labor Standards Act.

### IV. DEFINITIONS

- A. **Suppression personnel** – Overtime is defined as all work performed in excess of 212 hours in the 28-day work period.
- B. **Support staff personnel** – Overtime is defined as all work performed in excess of 40 hours in the workweek.
- C. The overtime rate is defined as one and one-half times the regular hourly rate.
- D. Overtime shall be paid in quarter-hour increments. If an employee works in excess of seven minutes of the quarter hour increment, overtime compensation shall be paid for that quarter of an hour.

### V. GUIDELINES

- A. Prior approval by the individual's supervisor is required for employees working any overtime that is above and beyond the normal work schedule.

## **PAY PERIODS/PAYCHECK DISTRIBUTION**

### **I. PURPOSE**

To establish a pay schedule in order to comply with wage and hour regulations governing payment of wages.

### **II. SCOPE**

This policy applies to all employees of the District.

### **III. POLICY**

It is the policy of the FFD that wage payments shall be made on a bi-weekly basis (every other week).

### **IV. GUIDELINES**

- A. The payroll periods at FFD are bi-weekly and paychecks shall be distributed to employees on the Friday following the end of the payroll period. In the event that an employee has elected direct deposit of the paycheck, the deposit shall be made to the chosen financial institution on the same day.
- B. Each payday, employees shall receive a statement or check stub reflecting gross pay, deductions, and net pay. State, Federal, and Social Security taxes and employee contributions to District benefit plans shall be automatically deducted.
- C. If the normal payday occurs on a holiday observed by the District's Administration Office, employees shall be paid on the last working day prior to the holiday.
- D. An employee paycheck shall be given only to the employee unless prior authorization is provided for it to be given to someone else.
- E. If an employee is not at work on the day the check is issued, the check shall be held at the Administrative Office and may be picked up during normal business hours (Monday through Friday, 0800 – 1700 hours).
- F. The employee shall report any error with paychecks to the immediate supervisor, who shall coordinate with the Administrative Manager to correct any errors.

## **EMERGENCY PAYROLL ADVANCE**

### **I. PURPOSE**

To provide employees with emergency funds via a payroll advance in order to cover an unforeseen budgetary need.

### **II. SCOPE**

This policy applies to all employees of the District.

### **III. POLICY**

An employee may be eligible to receive advancement in pay from the District to cover an unforeseen budgetary need under the following guidelines.

### **IV. GUIDELINES**

- A. An employee in need of a payroll advance must submit a written request to the Fire Chief for an advance in payroll.
- B. In order for the request to be considered, the amount requested must be covered by accumulated leave or earnings to date that have not yet been paid, but are due to be paid on the next regular payday.
- C. The amount of the payroll advance will be deducted from the net pay of the employee's next regular paycheck, if applicable.
- D. An employee is limited to a payroll advance not more than once every six months.

## **TEMPORARY ASSIGNMENT PAY**

### **I. PURPOSE**

To adequately compensate an employee who is acting in a different capacity than that for which he is normally compensated.

### **II. SCOPE**

This policy applies to all full time, contract and part-time employees, with the exception of Reserves.

### **III. POLICY**

In the event that an employee is temporarily assigned to a position of higher rank for more than 28 consecutive days, his pay will be adjusted to a rate within the wage guidelines for that position.

### **IV. GUIDELINES**

- A. Temporary appointments shall be made by the Fire Chief. In the case of a vacancy in the Fire Chief's position, the Fire District Board shall make the appointment and determine the appropriate compensation.
- B. Unless otherwise designated by the Fire Chief, the appointed employee shall have all the authority and responsibilities for the assumed position.
- C. The employee's rate of pay shall be increased in the same manner specified for a regular promotion.
- D. The length of the appointment shall be specified at the time of the appointment, and shall not be for more than six months, unless renewed by the Fire Chief or the Fire District Board. A temporary appointment may be adjusted according to operating needs.
- E. Upon completion of the designated time of appointment, the individual may:
  - 1. Be returned to his previous position and salary, or
  - 2. Have the temporary assignment extended for an additional specified time period, or
  - 3. Be assigned to the position on a regular basis.

- F. In the event of Guideline E-3 above, the individual may be required to go through the examination process in order to be placed on an eligibility list for the position.

## **ABSENCE WITH RELIEF (SHIFT TRADES)**

### **I. PURPOSE**

To allow suppression employees to take time off without using paid leave hours.

### **II. SCOPE**

This policy applies to all suppression personnel.

### **III. POLICY**

In accordance with the Fair Labor Standards Act, it is the policy of FFD to allow eligible employees to be "absent with relief" or "trade time," working for one another to avoid either employee from losing paid leave hours when taking time off.

### **IV. GUIDELINES**

- A. The employee taking time off shall be paid for normal hours worked, while the District shall not pay the employee working for the other employee. The employee working shall be compensated at a later date when the other employee repays those hours traded.
- B. The shift trade must be completed within one year, and no employee may have more than 72 hours of open trades at any given time, unless approved by the Fire Chief.
- C. Failure of an employee to complete his obligation of the trade within the time allotment will cause the trader's annual leave bank to be reduced by the traded number of hours. Any outstanding trade time at the point of termination will be deducted from annual leave accrual upon termination.
- D. Shift trades are for twelve-hour and twenty-four hour blocks only. The exception to this will be for educational purposes, which will allow for partial trades or emergency situations.
- E. Shift trades may only be agreed upon between employees within the same job classification. Any exception to this must be approved in advance by the Senior Captain. All trades must be approved by the Senior Captain.
- F. No employee may trade excessive time for other outside employment (72 hours is maximum allowed as per guideline B above). Outside

employment refers to *any* service that is performed where payment is received, i.e. teaching a class for the college or another department where you are receiving compensation.

- G. Employees shall not work in excess of 48 consecutive hours, to include regularly scheduled time, shift trade, and/or overtime. This calculation of consecutive hours shall include hours served in any emergency response position at any agency, unless approved by the Fire Chief.

## **V. PROCEDURE**

- A. The employee initiating the shift trade shall complete a Leave Request form and submit to his immediate supervisor for approval at least 24 hours in advance.
- B. The supervisor shall verify the shift trade with the other party, then send the form on to the Senior Captain, and then on to Administration.
- C. The Supervisor receiving the request will notify any affected supervisor of the shift trade.
- D. All shift trades will be recorded in the Daily Log.

# **EMPLOYEE BENEFITS**

## **GENERAL BENEFITS**

### **I. PURPOSE**

To provide a competitive benefit package that complements the compensation package offered to FFD employees.

### **II. SCOPE**

This policy applies to all full time employees of the District.

### **III. POLICY**

It is the policy of the District to voluntarily provide benefits of the following types:

- Holidays
- Vacation
- Sick Leave
- Leaves of Absence
- Health Insurance
- Dental Insurance
- Life Insurance
- Disability Insurance
- Employee Assistance Program
- Uniforms
- Retirement
- Educational Assistance

### **IV. GUIDELINES**

- A. All benefits are determined by the Fire District Board. The Board may modify or rescind benefits at their sole discretion.

## **HOLIDAYS**

### **I. PURPOSE**

To provide a competitive paid time off benefit for recognition of traditional holidays.

### **II. SCOPE**

This policy applies to full-time suppression and support employees.

### **III. POLICY**

On the following traditional holidays, the administrative offices will be closed and all eligible employees shall receive holiday pay according to the guidelines below:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Special Holiday (determined annually by the Fire Chief)

### **IV. GUIDELINES**

- A. District-paid holidays which fall on a Saturday will be observed on the preceding Friday; District-paid holidays which fall on a Sunday will be observed on the following Monday for Support personnel. Suppression personnel will be paid accordingly on the actual holiday.
- B. Suppression personnel will receive eight hours of holiday pay if the holiday falls on his regularly scheduled day off. Operations personnel who are going off of shift on the morning of the holiday will receive an additional eight hours of pay. Operations personnel who are coming on shift on the morning of the holiday will receive an additional sixteen hours of pay.

- C. Full-time support employees shall receive eight hours of holiday pay in lieu of working.
- D. If a paid holiday falls during a support employee's scheduled annual leave, the employee shall receive holiday pay for that day and his annual leave accrual will not be deducted.
- E. Holiday pay shall not be counted as "hours worked" for purposes of calculation of overtime.

## ANNUAL LEAVE

### I. PURPOSE

To provide a paid time off benefit that will provide for income continuation for time off for restful break from the work routine, so as to increase effectiveness, efficiency and morale.

### II. SCOPE

This policy applies to all regular, full time employees.

### III. POLICY

The District will provide annual leave accrual on a bi-weekly basis for full time employees as follows:

0 - 3 years of service	4.2 hours / pay period
3 - 7 years of service	6.9 hours / pay period
7 -15 years of service	9.2 hours / pay period
15+ years of service	10.8 hours / pay period

### IV. GUIDELINES

- A. Employees must utilize a minimum of one half of annual leave accrual each year. The Fire Chief may grant an exception to allow more than half of an employee's annual leave to accrue if business/operational needs so dictate.
- B. Maximum annual leave accrual is the lesser of twice the employee's annual accrual or 560 hours. Any hours in excess of 560 hours on July 1<sup>st</sup> of each year shall be lost unless a leave requested prior to July 1<sup>st</sup> was denied based upon departmental needs.
- C. An employee may sell back up to one quarter of their total annual leave accrual in a single budget year. The accrued leave will be bought back at the employee's straight time hourly rate. The buy back shall only be allowed during the timeframe designated by the Fire Chief.
- D. In instances of financial hardship, an employee may request that the District purchase annual leave in excess of one quarter of their annual accrual. The Fire Chief shall review each individual request on a case by case basis. The number of hours considered may not exceed the employee's accrued annual leave balance at the time of the request. The financial hardship and the availability of funds will be considerations in the determination, which shall be at the sole discretion of the Fire Chief.

- E. Leave will be charged on an hour by hour basis.
- F. The bi-weekly accrual is based upon completion of the pay period. An employee who has not completed a pay period shall receive annual leave accrual on a pro-rated basis in accordance with the number of paid hours for that pay period.
- G. Annual leave hours shall not be counted as “hours worked” for purposes of the calculation of overtime.
- H. Any accrued annual leave hours will be paid upon termination of employment.

## **V. PROCEDURE**

- A. An employee requesting annual leave is to submit a *Leave Request* form to his supervisor, who will verify leave availability and forward to the Senior Captain for final approval.
- B. The Senior Captain will arrange for coverage based upon availability. If no coverage is available, the request will be returned to the supervisor, who may either find replacement coverage or deny the employee’s request.
- C. An employee should not assume that the request has been approved until verification reflects coverage.

## **SICK LEAVE**

### **I. PURPOSE**

To provide a paid time off benefit that will provide for income continuation for time off due to a non-work related illness or injury. Sick leave is a benefit extended to the employee by the District and is not to be construed as a right, but rather a privilege that is not to be abused.

### **II. SCOPE**

This policy applies to all regular, full time employees.

### **III. POLICY**

The District shall provide sick leave accrual on a monthly basis for full time employees at the rate of fourteen hours per month.

### **IV. GUIDELINES**

- A. Sick leave may be used when the employee is medically unable to work, when the employee needs a medical or dental examination or treatment, or to care for an immediate family member in need of medical attention, including appointments.
- B. Sick leave will be charged on an hour by hour basis.
- C. There is no maximum accrual rate for sick leave.
- D. An employee may convert unused sick leave hours to annual leave hours at a ratio of four hours of sick leave to one hour of annual leave to augment available annual leave for individual and immediate use, subject to the approval of the Fire Chief.
- E. In the event of retirement, an employee may utilize terminal leave as detailed in the terminal leave policy. If this benefit is utilized, the employee will no longer be accruing leave and will be able to utilize only the leave on the books at the time they begin their terminal leave.
- F. In the event that a supervisor or duty officer believes that an employee should not be at work due to illness, the employee may be relieved of duty and required to use accrued sick leave.
- G. When an employee is absent due to illness or injury, the District may verify the nature and extent of the situation. Thus, an employee may be required to submit a physician's release certifying the employee's ability to

return to work. Failure to comply with this request will result in a non-paid absence as well as disciplinary action.

- H. In addition, at the District's expense, the District may require the employee to undergo a physical examination by a District-designated physician, certifying the employee's ability to return to work. Failure to comply with this request will result in a non-paid absence as well as disciplinary action.
- I. An Employee who employment is terminated for reasons other than retirement is not eligible for sick leave compensation.
- J. Upon retirement, an employee will be compensated 100% for the first 240 hours of accrued sick leave and 25% of the sick leave hours in excess of 240. Staff positions not able to participate in the Public Safety Retirement System, shall be eligible for this benefit after 20 years of credited service with the Fry Fire District.
- K. Payment for sick leave will be based upon an employee's current base rate of pay (not including overtime).
- L. If an employee wishes to donate accrued annual leave hours to a fellow employee, he may be allowed to do so according to the guidelines specified in the policy entitled "Medical Leave Assistance Program."
- M. Unacceptable patterns of sick leave use, misuse, or misrepresentation of sick leave usage shall be grounds for disciplinary action, up to and including termination.

## **V. PROCEDURE**

- A. An employee requesting payment under the sick leave policy must record such hours on the timesheet and secure supervisory approval.
- B. In the event that an employee is unable to complete the timesheet due to an absence covered under the sick leave policy, the supervisor will be responsible for recording and approving the sick leave notation on the timesheet.

## TERMINAL LEAVE POLICY

Terminal leave shall be considered a prelude to final retirement. Employees may be entitled to a terminal leave benefit equal to a percentage of the sick leave hours earned during employment with Fry Fire District. Terminal leave benefits may not be used for calculation towards PSPRS.

To utilize this policy, the employee must be eligible for PSPRS benefits. Percentage is based upon years in service and overall work history.

30% - at least 15 years but less than 20 years of service AND age 62

31-40% - 20 years of service

41-50% - at least 21 years and less than 25 years of service

51-60% - more than 25 years and less than 30 years of service

61-70% - more than 30 years of service

Example: If an employee has 1,500 hours of sick-leave after twenty years of service and they sell back 240 hours, the remaining sick leave balance is 1,260 hours. They then would have two options: A) They could sell back the remaining sick leave at a 4:1 ratio (315 hours) and receive a lump sum payment. B) They could request terminal leave and the remaining 1,260 hours will be calculated at the 31% which equates to 390 hours. This option would give the online employee 7.37 weeks of leave to be paid out biweekly.

If this benefit is utilized, the employee will no longer accrue leave and will be able to utilize only the leave on the books at the time of their terminal leave request/retirement. 100% of terminal leave will be granted to an employee who's physician has issued a release certifying that the employee will not survive past two years of his/her retirement date.

In the unlikely event that the employee becomes deceased before receiving his/her entire terminal leave pay, the surviving spouse or surviving children shall continue to receive payment until the terminal leave is exhausted.

All terminal leave requests are subject to the amount of funds available in the District's Leave Account. Terminal leave must be requested by the employee and must be approved by the Fire Chief. Terminal leave shall not be granted if the necessary funds are not available in the Reserve Leave Account. No funds will be utilized from the District's Maintenance and Operating Budget to fund terminal leave requests.

Adopted and approved by the Fry Fire Board on August 20, 2014.

## **FAMILY AND MEDICAL LEAVE**

### **I. PURPOSE**

To provide employees with a Leave of Absence for personal or medical reasons, in accordance with the Federal Family and Medical Leave Act (FMLA).

### **II. SCOPE**

This policy applies to employees who have been employed by the District for at least 12 months and have been employed by the District for at least 1250 hours during the 12 months immediately preceding the commencement of the leave.

### **III. POLICY**

#### **Medical Family Leave Entitlements**

In accordance with the FMLA, eligible employees are entitled to up to 12 weeks of leave in a 12-month period for any of the following reasons:

1. The birth, adoption or foster care placement of a child of an employee.
2. A serious health condition of the employee that renders the employee unable to perform the functions of the position.
3. The care of an immediate family member with a serious health condition.

#### **Military Family Leave Entitlements**

In accordance with the National Defense Appropriates Act (NDAA), a spouse, child, parent or next of kin (nearest blood relative) shall be granted up to 26 weeks of leave in order to care for a member of the Armed Forces who is undergoing medical treatment or therapy, recuperation or is otherwise in outpatient status or on temporary disability retirement for a serious injury or illness. For purposes of this allowance, the serious injury or illness must have been incurred in the line of active duty in the Armed Forces. This type of leave is only available during a single 12-month period and an employee is limited to a combined total of 26 weeks of FMLA leave, whether it is taken for care of a service member or for another FMLA qualifying reason.

Additionally, eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave FMLA entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

#### IV. DEFINITIONS

- A. **Child** is defined as a biological child, an adopted child, a foster child or a stepchild, or a “child” of a person acting in the capacity of a parent, provided that the child is under 18 years of age or 18 years or older but unable to care for himself/herself because of a mental or physical disability.
- B. **Immediate Family Member** is defined as a parent, spouse (as defined by State law), or child of the employee.
- C. **Serious Health Condition** is defined as an illness, impairment, injury, or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider. In addition, a serious health condition would be any condition that renders the employee unable to perform the functions of the job.
- D. The allowance for 12 weeks in a “12-month Period” shall be measured forward from the first day of the employee’s FMLA leave.

#### V. GUIDELINES

##### ***Eligibility***

- A. Eligible employees are defined as listed above in the section entitled “Scope.” Eligible spouses employed by the District are entitled to an aggregate total of 12 weeks of leave for the birth, adoption or foster care placement of a child. If the District employs two individuals who are married, they shall be entitled to a total of 12 weeks for such an event. They shall not each be entitled to 12 weeks for a single such event, rather one can take all 12 weeks or they can split it between them.
- B. Entitlement to leave for the birth, adoption or foster care of a child expires after one year.

##### ***Benefits***

- C. Employees shall be required to use any accrued annual leave and sick leave at the commencement of the leave. Employees who exhaust their paid leave prior to the end of their leave period shall then be on an unpaid leave.
- D. Group insurance benefits shall be provided for the duration of the leave as though the employee were on an active status.

- E. Insurance coverage may terminate if the District learns the employee does not intend to return to work or if the employee does not return to work as scheduled.
- F. Accrual of benefit calculations for paid leave shall cease while the employee is on unpaid leave and shall resume upon return to active employment.

***Intermittent/Reduced Schedule Leave***

- G. Intermittent leave or leave on a reduced schedule may be taken when it is necessary for the employee's own serious health condition or for the care of an immediate family member with a serious health condition.
- H. Intermittent leave can be a few hours per day or a day or week off at intervals based on the medical needs. Reduced leave schedule is a schedule that reduces the number of work hours per day or week.
- I. Approval for intermittent or reduced leave shall be granted only if deemed necessary by the health care provider. Employees needing this type of leave must attempt to schedule their leave so as to minimize the disruption to District operations.
- J. The District reserves the right to require an employee to work in a different position or on a different schedule during the intermittent or reduced schedule leave that shall better accommodate the necessities of an employee. The alternative position shall provide the same pay and benefits as the position held prior to commencement of the leave.

***Return to Work***

- K. Upon returning to work, an employee whose leave was due to a serious health condition shall provide a release to return to work from their health care provider.
- L. The employee shall be restored to the same position held before the leave or to an equivalent position with equivalent pay and benefits, unless the employee has been identified as a "key employee," as defined below Guideline "M-2."
- M. Job restoration may be denied in very limited circumstances:
  - 1. If the District can prove that an employee would not still be employed even if the leave had not been taken (i.e., layoff or completion of a specific project the employee was hired to work), or
  - 2. If the employee is a "key employee," defined as a salaried employee amongst the highest paid ten- percent of all employees,

provided that the denial is necessary to prevent substantial and grievous economic injury to the District.

## **VI. PROCEDURES**

- A. Employees requesting FMLA leave shall complete a “Request for Family Care or Medical Leave” form. In the event of a foreseeable leave, the employee shall provide 30 days notice. If leave is unforeseeable, verbal notice shall be given within two working days of when the employee learns of the need for the leave, and written request shall be submitted as soon as possible.
  - B. Failure to provide appropriate notice may result in delay of the granting of the leave until the notice period is completed.
  - C. If an employee is requesting FMLA leave based upon a serious health condition, the District shall require appropriate medical certification from the health care provider. The District requests that the employee submit the certification with their leave request. However, if that is not possible, it shall be submitted no later than 15 days after the leave request. The certification provided shall include the following:
    - 1. The date on which the serious health condition commenced.
    - 2. The probable duration of the condition.
    - 3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.
    - 4. When applicable, a statement that the employee is needed to care for a covered relation and the amount of time needed to provide such care.
- In addition, the District may request periodic, updated certification during the leave at intervals not less than 30 days.
- D. If the District has any reason to doubt the validity of the medical certification, it may require, at District expense, the opinion of a second health care provider of its choice. If the two opinions differ, the District may require, at its expense, a third opinion (by a mutually agreed upon provider), which shall be final and binding. Refusal to submit to second or third opinion examinations shall result in denial of the leave request.
  - E. Prior to returning to work, the employee shall contact the immediate supervisor to provide notification of intent to return to work and to determine when to report for duty.

- F. Upon return to work, an employee whose leave was due to the employee's own serious health condition, shall provide a physician's release to return to work. Failure to provide the release may result in a delay in the employee's return to work.

## LEAVES OF ABSENCE

### I. PURPOSE

To provide employees with time off to attend to personal needs in the event that extenuating circumstances deem it necessary to be away from work for an extended period of time.

### II. SCOPE

This policy applies to all employees of the District.

### III. POLICY

It is the policy of the District to provide leaves of absence to employees needing extended time away from work when possible to do so without disruption to District operations.

### IV. GUIDELINES

- A. The leaves of absence covered under this policy would include Personal Leave or Medical Leave for employees who do not meet the eligibility requirements of the FMLA, or for events that do not qualify under the FMLA.
- B. If granted a personal or medical leave of absence, the employee shall be required to exhaust all annual leave and if applicable, sick leave accrual, after which point the leave will become unpaid.
- C. Medical leave may be granted to full or part time employees for a period of up to six months.
- D. If an employee is granted medical leave, the employee shall be required to provide the District with certification from attending medical provider attesting to the necessity of the leave and the anticipated duration of the leave. Additionally, the employee may be required to provide periodic updates from the attending medical provider concerning the status of the employee's leave.
- E. All benefits that operate on an accrual basis shall cease to accrue after the first 30 days of the *unpaid* portion of the Medical Leave.
- F. After the first thirty days of the medical leave, group health and dental benefits may be continued, however, the employee shall be required to pay the entire premium.

- G. In order for an employee to return from a Medical Leave of Absence, he must provide a release to return to work from his attending medical provider. In addition, the employee may be required to obtain a release to return to work from the District's physician.
- H. Personal Leave may be granted for a period of up to one year to full-time or part-time employees who have completed at least six months of service. Personal leave requests will be granted on an individual case basis, and may be granted if the District's business operations are not severely disrupted.
- I. Benefit continuation during a Personal Leave falls under the same guideline as for Medical Leave, as described in Guidelines (E) and (F) above.
- J. Personal leave of absence shall not be granted for purposes of other employment, including self-employment.
- K. Reinstatement from Medical or Personal Leave cannot be guaranteed. However, the District does endeavor to place employees in either the former position or a position comparable in status, pay and benefits, subject to budgetary restrictions, the District's need to fill vacancies, and the ability of the District to find qualified temporary replacements.
- L. In order to return to work, the employee must prove that his certifications and skills are still satisfactory for the position.
- M. PSPRS will accept authorized leave without pay as "service," but not as "credited service" (i.e., the anticipated retirement date may be extended).

## **V. PROCEDURE**

- A. An employee requesting a leave of absence for medical or personal reasons (not covered by the FMLA) must submit a written request as far in advance as possible. A minimum of thirty days in advance is required for non-emergency, foreseeable events. The request for the leave should include the starting date of the requested leave, a reasonable explanation of the circumstances surrounding the leave, and the probable date of return.
- B. If the request is for Medical Leave, certification by the attending medical provider must be submitted with the request.
- C. If a leave is necessitated by an emergency, and prior written request is not possible, the employee or a member of his immediate family must notify the District as soon as is practical, and the employee must follow up with a

written request within a reasonable period of time, as determined by the Fire Chief.

## EMERGENCY LEAVE

### I. PURPOSE

To establish guidelines for paid leave of absence for critical situations such as the serious illness or death of a member of one's immediate family, or in the event of any other serious situation deemed as an emergency by the Fire Chief.

### II. SCOPE

This policy applies to all full-time, contract and part time employees who have completed six months of employment.

### III. POLICY

In the event of a death or serious illness or injury of a member of an employee's immediate family, or in the case of other serious emergency situations, an employee may be granted up to three days of paid leave, to be deducted from the employee's sick leave accrual. Adequate travel time may be added to the paid leave and deducted as sick leave with the approval of the Fire Chief.

### IV. DEFINITION

For purposes of this policy, "**immediate family**" will include spouse, child, sibling, parent, grandparent, grandchild, stepparent, stepchild, stepsibling, mother-in-law, father-in-law, grandparent-in-law or sibling-in-law.

### V. GUIDELINES

The following guidelines shall apply to emergency leave situations:

- A. Emergency Leave shall be charged against accrued sick leave for situations that warrant sick leave. All other emergencies will be charged against accrued annual leave. Clarification of which leave should be deducted is at the discretion of the Senior Captain. Any further questions or issues will be directed to the Administrative Manager or Fire Chief.
- B. All Emergency Leave must be approved by the employee's immediate supervisor and the Fire Chief, if possible.
- C. The Emergency Leave may be paid for up to three days and shall be paid at straight time.
- D. Emergency Leave may be extended with prior approval by the Fire Chief.

## MEDICAL LEAVE ASSISTANCE PROGRAM

### I. PURPOSE

To allow individuals to assist fellow employees by donating paid leave hours in the event of a serious medical situation or other circumstance that creates a severe financial hardship.

### II. SCOPE

This policy applies to all full-time, part-time and Reserve employees, within the guidelines listed below.

### III. POLICY

It is the policy of the FFD to allow employees to donate accrued sick leave or annual leave to other employees in the instance of a serious medical situation of the employee or the employee's immediate family or in the case of extreme financial hardship, if the employee has depleted all accrued sick leave hours.

### IV. DEFINITION

For purposes of this policy, **immediate family** shall be defined as a parent or step-parent, spouse (as defined by State law), child, sibling, grandparent, grandchild, or parent/sibling in-law of the employee. **Child** shall be defined as a biological child, an adopted child, a foster child or a stepchild.

### V. GUIDELINES

- A. If an employee is in a circumstance involving a serious medical situation or extreme financial hardship and has depleted both his or her sick and annual leave accruals, the employee may request use of the Medical Leave Assistance Program via a written request to the Fire Chief. Likewise, a fellow employee may make the request to the Fire Chief to consider another employee for receipt of such donations.
- B. If the request is granted, the employee shall be allowed to receive donated paid leave hours.
- C. Suppression personnel may only donate hours in blocks of six hours or more; support staff personnel may only donate hours in blocks of two hours or more.
- D. If an employee wishes to donate annual leave hours for this purpose, the employee must submit the donation in writing to the Fire Chief.

- E. Hours, not wages, shall be donated. Thus, the employee shall receive the donated hours at the receiving employee's own regular hourly rate.
- F. Once an employee returns to work, the employee is not eligible to receive additional leave donations for that particular situation.
- G. Only those hours needed for a pay period shall be used. Upon the employee's return to work, all excess leave donation hours shall be returned to the donors in proportion to their donation.

## **COMPULSORY LEAVE OF ABSENCE**

### **I. PURPOSE**

To provide a means for the Fire Chief to exercise discretion in determining instances in which it is not in the best interest of the District to allow an employee to be on active duty status.

### **II. SCOPE**

This policy applies to all employees of the District.

### **III. POLICY**

It is the policy of FFD to provide Compulsory Leave of Absence to an employee whom the Fire Chief believes should not be on active duty for reasons outlined in the Guidelines below.

### **IV. GUIDELINES**

- A. In the event an employee appears to be unable to perform the job duties due to illness or injury, the Fire Chief may place the employee on Compulsory Leave of Absence pending submission to a medical evaluation by the District-designated physician. Pending the outcome of the medical evaluation, the employee shall continue to receive normal compensation and benefits. Once the determination is made as to whether or not the employee is fit for duty, the employee shall either be returned to duty or be subject to sick leave usage.
- B. The Fire Chief has the discretion to place an employee on a special Compulsory Leave in the event of any circumstances the Fire Chief deems appropriate. Such a leave shall entitle the employee to continuation of all normal compensation and benefits.
- C. In the event that an employee has been formally charged with the commission of a felony or a misdemeanor relating to the employee's employment status, the Fire Chief may place the employee on Compulsory Leave of Absence without pay pending resolution at the trial court level.
- D. Upon exoneration of an employee covered under Guideline "C" above, the employee shall be returned to the position with reinstatement of benefits and retroactive pay to the commencement of the compulsory leave.

- E. Upon determination of guilt or a plea of no contest, the Fire Chief shall determine appropriate action to be taken. Such action may be the return of the employee to the position, with all or reduced salary and benefits, or appropriate disciplinary action, up to and including termination.
- F. All paid leave benefits shall cease to accrue during the unpaid Compulsory Leave.
- G. Group health and dental insurance benefits provided by the District shall continue only during a *paid* Compulsory Leave of Absence.
- H. In order to return to work, the employee shall prove that all certifications and skills are still satisfactory for the position.
- I. PSPRS will accept authorized leave without pay as “service” but not as “credited service” (i.e., the anticipated retirement date may be extended).
- J. The time spent on an unpaid Compulsory Leave of Absence shall not be counted toward credited service for purposes of determination of seniority within the District, unless the employee is exonerated as set forth in Guideline “D” above.

## **JURY DUTY/COURT APPEARANCE**

### **I. PURPOSE**

To establish guidelines for paid leave of absence while on jury duty or for purposes of mandated court appearance.

### **II. SCOPE**

This policy applies to all full-time, part-time and contract employees.

### **III. POLICY**

In order to remove some of the financial burden inherent in serving on jury duty, eligible employees ordered to jury duty shall be compensated on the basis of the difference between the pay received for such duty and the employee's regular base pay, not in excess of a maximum cumulative period of ten working days in a calendar year.

### **IV. GUIDELINES**

- A. Non-shift suppression personnel and support staff personnel are eligible to receive up to eight hours per day of jury duty compensation.
- B. Suppression personnel are eligible to receive up to ten hours per scheduled shift of jury duty compensation. The employee shall return to the station to complete the shift immediately upon completion of the jury duty activity for the day. In the event of extenuating circumstances that require jury service in excess of ten hours per day, the employee shall provide documentation noting actual hours served, and the District shall compensate the employee accordingly.
- C. When an employee is released from jury duty by the court more than three hours prior to the end of the normal workday, the employee shall return to work for the remainder of the day.
- D. Hours paid as jury duty pay shall not be considered as "hours worked" for the purposes of calculation of overtime.
- E. In the event that an employee receives a subpoena to appear in court for business related to official duties for the District, the employee's presence in court shall be considered time worked and the employee shall be compensated at the normal rate of pay. In such instance, a suppression employee shall wear his dress uniform; likewise, a support staff employee shall wear professional, business-like attire.

- F. In the event that an employee receives a subpoena to appear in court for a civil or criminal case not related to official duties for the District, the absence from work shall be deducted from his annual leave accrual.

**V. PROCEDURE**

- A. The employee is required to notify the immediate supervisor and the Administration Office upon receipt of jury duty or court summons.
- B. The employee serving on jury duty shall submit all jury duty fees to the District, except for any travel expenses.
- C. The District shall compensate the employee for his regularly scheduled hours according to the Guidelines above.

## MILITARY LEAVE OF ABSENCE

### I. PURPOSE

To enable employees to satisfy their military reserve service obligations.

### II. SCOPE

This policy applies to all employees.

### III. POLICY

Any eligible employee required to attend military reserve training shall be entitled to a military leave from the employee's duties without loss of position or service, evaluation rating, annual leave accrual or other District-provided benefits. Likewise, an employee who is called into active duty shall be granted an unpaid leave of absence in order to fulfill the military obligations.

### IV. GUIDELINES

#### ***Military Reserve Training***

- A. Military reserve training leave shall be granted for military duty required in order to meet training obligations.
- B. Military training leave shall not exceed 30 days in two consecutive calendar years. Additional time off for military reserve training may be granted but shall not be covered under this policy.
- C. The employee shall return to the regular position upon return from military training leave.
- D. In order that the employee fulfilling the military training obligation does not suffer a loss of income, FFD shall compensate the employee for the difference between the employee's normal rate of pay and that pay received for the military service. It is the responsibility of the employee to coordinate with the Administrative Manager for arrangement of pay during the military training period.

#### ***Full-Time Military Service***

- E. Additionally, in the event of an employee entering full-time military service during:
  - (a) a war or period of national emergency, or
  - (b) a period of national conscription, or

- (c) a period when the U.S. Armed Forces are serving upon an order or request of the United Nations,

the employee shall be eligible for a military leave without pay. In the event of such an unpaid leave, the employee shall not be entitled to all of the benefits provided during active employment (see "Personal Leave of Absence" policy, Guidelines IV, D-E). Upon return to active employment, reinstatement of position and benefits shall be afforded as required by law.

- G. In accordance with state statute, if a suppression employee is a member of the reserves or a member of the Arizona National Guard and is called to active military duty, the District shall make PSPRS contributions on behalf of the District and the employee for the period of time of active military service, up to a maximum of 48 months. The contributions shall be made based upon the salary being received by the employee immediately prior to active military duty. All related provisions of the state statutes shall be followed.

## **V. PROCEDURE**

- A. The employee shall notify the immediate supervisor upon receipt of military orders to report to duty. The employee should submit a copy of the military orders immediately upon receipt. The Fire Chief shall review such orders in advance in order for the military leave to be approved.
- B. Upon return to work, the employee shall submit a certificate of satisfactory completion of service.

## EDUCATIONAL ASSISTANCE

### I. PURPOSE

To assist employees in obtaining additional education or training to increase their competence in their present position and to prepare them for advancement within the District.

### II. SCOPE

This policy applies to all employees of the FFD. Educational assistance for job-related trainings and seminars shall be open to all employees; however, tuition reimbursement for college coursework shall be open only to full-time and contract employees who have successfully completed their initial probationary period and as approved by the Training Senior Captain and/or Fire Chief.

### III. POLICY

It is the policy of FFD to encourage professional development for employees by providing tuition reimbursement for college coursework and assistance with educational expenses for attendance at job-related trainings and seminars.

### IV. GUIDELINES

#### ***Educational Assistance – Job Related Training/Seminars***

- A. Employees wishing to enroll in job-related seminars or training courses shall submit a request for approval through their chain of command, to include the Training Senior Captain, to the Fire Chief at least two weeks prior to the class date. In order to receive advance funding, the request must be received four weeks prior to the class date.
- B. The Fire Chief shall consider each request for educational assistance on an individual basis, evaluating such factors including, but not limited to, the nature of the course, the benefits to be derived by the employee and the District, the costs involved, and the level of responsibility of the employee.
- C. In the event that approval is granted for a District-required, out-of-town course, mileage shall be paid at the federal rate. In addition, per diem for meals will be paid at the approved rate. Hotel expenditures must be arranged for in advance through the Administration office. Any additional, pre-approved expenditures will be reimbursed upon submission of receipts.

- D. Depending upon the nature of the course and the circumstances related to the training, the hours spent in the training may or may not be considered to be compensable. If the course is District-mandated, the hours shall be compensable. If it is not District-mandated, payment for hours in attendance will be at the discretion of the Fire Chief.
- E. If the employee elects to attend a seminar or training course without prior approval, the District shall not be responsible for covering the cost of the course and/or related expenses. The employee may elect to use annual leave or shift trades to alter his work schedule to attend the course.
- F. Failure to attend a scheduled course or failure to complete the course may result in the employee being required to reimburse the District for all funds expended on the course if the District is unable to send an alternate or to receive a refund for prepaid tuition.
- G. Those courses or seminars that an employee opts to attend as preparation for promotional opportunities shall not be considered as District-sponsored with regard to educational assistance.

#### ***Tuition Reimbursement***

- H. Reimbursement for courses shall be considered on an individual case basis, but must be job-related and/or part of an overall job-related degree program. In order to be eligible for reimbursement for general education courses, an employee must be able to show the plan for the degree program. Employees shall not be eligible to receive reimbursement for more elective courses than are required by the designated degree program.
- I. Employees who elect to further themselves by pursuing a college education are strongly encouraged to do so. If prior approval is received, successful completion of the course shall entitle the employee to reimbursement of the tuition for the college courses.
- J. There shall be no reimbursement for books, lab fees, course materials, parking fees, registration/application fees, and transcript or graduation fees, unless pre-approved by the Training Senior Captain and/or the Fire Chief.
- K. Hours spent in college courses shall not be considered as compensable time. When a class is held during an employee's regularly scheduled work time, the employee shall be responsible for securing a trade or using annual leave, or in the case of an administrative employee, making arrangements with the supervisor to flex the work hours.

### ***Educational Assistance for Medical Certification***

- L. Continuing education requirements for EMT, CEP (to include ACLS, PALS, etc.) and Hazmat certification are the responsibility of the individual employee and are not reimbursable by the District unless approved in the annual budget and okayed by the Fire Chief.

### ***Upon Termination of Employment***

- M. **Voluntary** – If an employee voluntarily leaves FFD, the amount of any educational assistance or tuition reimbursement paid during the *twelve-month period immediately prior* to the employee's termination is due back to the District on the following basis:

1. For employees who worked for the District for one year or less, the entire amount must be repaid.
2. For employees who have worked for the District for longer than one year, 50% of the total amount is due as repayment.

No educational assistance will be paid after the date of termination even though a course may have been previously approved.

- N. **Involuntary** – If an employee is terminated involuntarily due to disciplinary action, the total amount of educational assistance provided during the 12-month period immediately prior to the termination must be repaid. No educational assistance will be paid after the date of termination even though a course may have been previously approved.
- O. **Repayment** – A terminating employee who is required to repay educational assistance money as outlined above must make payment arrangements with the Administrative Manager as soon as possible after giving notice of resignation or receiving notice of termination. If necessary, the amount due shall be deducted from the employee's final paycheck. Should the amount of the employee's final paycheck be insufficient to cover the full payment, the District shall invoice for the balance, with payment due within thirty (30) days of issuance of the invoice.

## **GROUP HEALTH INSURANCE**

### **I. PURPOSE**

To assist employees and their families in providing protection in the event of a need for medical attention.

### **II. SCOPE**

This policy applies to all regular full time employees.

### **III. POLICY**

It is the policy of the district to make available group health insurance benefits to full time employees and their eligible dependents, at a cost shared by the District and the employee. The funding for this policy may vary depending upon District budget allocations.

### **IV. GUIDELINES**

- A. Coverage becomes effective on the first day of full time employment.
- B. The District pays 100% of the premium for the employee's coverage, if budget allows.
- C. Various plan options are available to employees, and the corresponding premiums may vary accordingly. The employee's share of the premium will be dependent upon the employee's option to elect dependent coverage, as well as the plan option. If funding is available, the District may opt to pay a portion of dependent coverage.
- D. Coverage under the group health insurance plan will end on last day of the month in which the employment terminated, or at the time one no longer meets the eligibility requirements.
- E. Detailed information regarding the available plans is provided in the plan description materials, available in the administrative offices. Employees are encouraged to obtain this information in order to become fully informed of their benefit provisions.

## **GROUP DENTAL INSURANCE**

### **I. PURPOSE**

To assist employees and their families in providing protection in the event of a need for dental work.

### **II. SCOPE**

This policy applies to all regular full time employees.

### **III. POLICY**

It is the policy of the District to make available dental insurance benefits to full time employees and their eligible dependents, the premiums of which are to be paid by the employee. The District will be responsible for absorbing the administrative costs associated with this benefit option.

### **IV. GUIDELINES**

- A. Coverage becomes effective on the first day of full time employment.
- B. The employee will be responsible for paying 100% of the premium for dental coverage for any eligible dependents.
- C. Coverage under dental insurance plan will end on the last day of the month in which employment terminates, or at the time one no longer meets the eligibility requirements.
- D. Detailed information regarding the available plans is provided in the plan description materials, available in the administrative office. Employees are encouraged to obtain this information in order to become fully informed of their benefit provisions.

## **LIFE / AD&D / CANCER / DISABILITY INSURANCE**

### **I. PURPOSE**

To provide benefits to an employee or his designated beneficiary in the event of an accident or death.

### **II. SCOPE**

This policy applies to all full-time employees of the District.

### **III. POLICY**

It is the policy of the FFD to provide life insurance and Accidental Death and Dismemberment (AD&D) coverage for eligible employees.

### **IV. GUIDELINES**

- A. The value of the term life insurance policy is \$25,000. The life insurance shall be payable to the beneficiary designated by the employee.
- B. The accidental death and dismemberment policy shall provide cash benefits to offset costs and loss of income in the event of an accident.
- C. The District shall pay the entire premium of the life insurance policy and the AD&D policy.
- D. In addition to the normal health insurance, the District shall provide all suppression employees a cancer insurance policy at no cost to the employee.
- E. Short-term and long-term disability insurance plans are made available through the District; any employee who elects coverage under these plans shall be responsible for the cost of the premiums.
- E. A detailed plan summary of each of these insurance benefits is available in the Administration Office.

## **CONTINUATION OF GROUP HEALTH INSURANCE/COBRA**

### **I. PURPOSE**

To comply with federal mandates requiring continuation of group health benefits, and to offer employees and their dependents an extension of their health benefits.

### **II. SCOPE**

This policy applies to all employees who are enrolled in the group health plan.

### **III. POLICY**

It is the policy of the District to comply with the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, which requires employers to offer employees and their families the opportunity for a temporary extension of health coverage at the District's rates when coverage under the plan would otherwise cease.

### **IV. GUIDELINES**

- A. Should an employee and his eligible dependents lose coverage of group health insurance due to termination of employment or a reduction in hours to less than full time, he will be eligible for continuation coverage. Should the employee's spouse and/or dependents lose coverage due to the death of the employee, divorce or legal separation, eligibility for Medicare or loss of dependent status, the spouse and/or dependents may be eligible for continuation coverage. The duration of the continuation period is dependent upon the qualifying event.
- B. Should the employee and/or his eligible dependents elect to continue coverage as members of the District's plan, the employee will be charged 100% of the entire premium, plus an additional two percent to cover administrative fees.
- C. Premiums are subject to change if the rates being charged to the District are increased or decreased.
- D. Continuation of coverage may end in the event of any of the following:
  - 1. Failure to make timely payments of all premiums;
  - 2. Assumption of coverage under another group plan or Medicare entitlement;

3. Termination of the District's group health insurance plan.
- E. If this election for continuation of coverage is made, the employee will also have the right to convert this coverage to an individual policy with the insurance carrier at the end of the allowable continuation period.
  - F. Detailed information regarding one's rights to continuation of benefits is available from the Administration office. Employees who are facing such a qualifying event are encouraged to contact the Administrative Manager for further information.

## V. PROCEDURE

- A. In event of any of the qualifying situations listed in (1) above, the employee or his dependents are responsible for notifying the Administrative Manager to discuss their continuation/conversion rights. Appropriate paperwork shall be compiled and presented to the employee and/or spouse and dependents (as necessary) for the signature indicating acceptance or denial of COBRA benefits.
- B. In the event that the individual cannot be present to receive and sign the necessary papers, the papers shall be sent via certified mail to the appropriate individuals.

## **PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM**

### **I. PURPOSE**

To reward suppression personnel for loyal and faithful service and assist them in financial preparation for retirement.

### **II. SCOPE**

This policy applies to all full-time suppression personnel.

### **III. POLICY**

It is the policy of the FFD to reward full-time suppression personnel for their service and to aid them in preparing for their retirement by providing a contribution to the Public Safety Personnel Retirement System (PSPRS).

### **IV. GUIDELINES**

- A. Employees become eligible for automatic participation in the retirement plan upon their date of full-time employment in a suppression position.
- B. The District contributes a percentage of the employee's gross wages to the retirement account. This percentage is established by PSPRS on an annual basis.
- C. Normal retirement through PSPRS is after 20 years of service, at which point the retiring employee shall receive 50% of his average monthly income, calculated on the basis of his highest 36 consecutive months. Each additional year of service shall earn the employee an additional 2% per year, up to 25 years. In the event that an employee works in excess of 25 years, the percentage earnings increase to 2.5% for each year beyond 20, up to a maximum of 80% at 32 years (as governed by PSPRS).
- D. Withdrawals prior to termination of employment are not permitted. The purpose of the plan is to provide retirement benefits, not to provide loans.
- E. The retirement plan is administered in accordance with applicable IRS and ERISA regulations.
- F. Further details of the PSPRS plan are available through the Administration office.

## **DEFERRED COMPENSATION BENEFITS (SUPPORT STAFF)**

### **I. PURPOSE**

To reward support staff personnel for loyal and faithful service and assist them in financial preparation for retirement.

### **II. SCOPE**

This policy applies to full-time non-contract support personnel.

### **III. POLICY**

It is the policy of the FFD to reward full-time support staff personnel for their service and to aid them in preparing for their retirement by providing a contribution to a deferred compensation system.

### **IV. GUIDELINES**

- A. Full-time support staff employees become eligible for automatic participation in the deferred compensation plan upon their date of full-time employment.
- B. This plan is a benefit plan requiring contribution by both the employee and the District. The employee may contribute a minimum of 5% of his/her base pay; the District shall pay eight percent of the employee's base pay.
- C. This plan is also available to suppression personnel. The employee may contribute any amount; however, the District does not match the contributions for suppression personnel because of their participation in PSPRS.
- D. Withdrawals from the deferred compensation fund or prior to termination of employment are not permitted. The purpose of the plan is to provide retirement benefits, not to provide loans.
- E. The deferred compensation plan is administered in accordance with applicable IRS and ERISA regulations.
  
- G. Further details of the plans are available through the Administration office.

Approved and accepted by the Fire District board September 17, 2014

## STATUTORY BENEFITS

### I. PURPOSE

To comply with Federal and State laws covering mandated benefits.

### II. SCOPE

This policy applies to all employees of the District, except as noted in the guidelines regarding Social Security.

### III. POLICY

In accordance with State and Federal laws, FFD provides benefits for all employees effective upon the start of employment. These benefits include Social Security (FICA), Workers' Compensation and Unemployment Insurance.

### IV. GUIDELINES

- A. **Unemployment Insurance** - The laws governing administration of this benefit are controlled by the State of Arizona. If an employee should lose a job with the District, the individual should notify the local office of the State Unemployment Division. Determination of benefits shall be made solely by the State of Arizona, not by any person employed by FFD.
- B. **Social Security** – Employees are required by law to have a valid Social Security number and to contribute to the Social Security system, unless otherwise covered through a qualified public retirement system (i.e., PSPRS). For employees not participating in the PSPRS, FICA contributions are deducted from each paycheck at a rate fixed by Congress. An equal sum is contributed to each employee's account by FFD. For those employees covered by the PSPRS, only the Medicare portion of the FICA deduction is withheld and matched by the District. Both the rate and the taxable wage base change periodically as specified by Federal statutes.
- C. **Workers' Compensation Insurance** – All employees are covered under such policy in the event of a work-related illness or injury. Further details are provided in the policy entitled "Workers' Compensation."

## WORKERS' COMPENSATION

### I. PURPOSE

To provide insurance benefits for work-related illness as required by law.

### II. SCOPE

This policy applies to all employees of FFD.

### III. POLICY

All employees of the FFD are insured and are provided benefits under the Workers' Compensation Act in the event of work-related injury or illness, and it is District policy to follow regulatory requirements.

### IV. GUIDELINES

- A. It is the responsibility of both employees and management to comply with occupational safety and health standards, as well as hazard identification and elimination that are applicable to their own actions and job responsibilities.
- B. Employees are required to immediately report to their supervisor any illness or injury that is attributable to work, regardless of the severity.
- C. A District representative should maintain frequent contact with an injured employee to provide support and encouragement in the recovery process.
- D. It is the philosophy of FFD to return injured or ill workers to employment within the District as soon as they are physically capable of carrying out the duties of the job and are released to return to work by the District physician. (See *Light Duty* policy)
- E. Any employee who has been absent due to a work-related illness or injury shall be required to undergo a *Return to Work Examination* or a *Fitness for Duty Examination* through the District-appointed physician.
- F. Workers' Compensation provides three types of benefits:
  - 1. Compensation – When an employee is unable to work due to a disability arising out of employment, the employee is eligible for payments of 66.67% of weekly pay up to a monthly maximum as set forth by State law. Payment begins after a seven-calendar day

waiting period (Note: In determining the date payment begins, the day of the actual injury is not counted in the wait period).

2. Medical Payments – Payments for medical attention, including hospitalization, doctor’s fees, etc. which are necessitated because of work-related injury or illness are paid in accordance with State law.
  3. Awards – If partial or permanent disability results from accident or illness arising out of employment, a further award may be made by the insurance carrier in accordance with State law.
- G. In order to prevent an employee from suffering a loss of income due to a work related injury or illness, the District shall pay the difference between the employee’s normal earnings and the amount being paid by Worker’s Compensation. The employee shall coordinate with the Administrative Manager to make necessary arrangements for payroll and tax adjustments during such time.
- H. While on leave for a work-related illness or injury, the District will continue to pay the District portion of the premiums for District-provided insurance for up to a period of 12 months. Beyond that period, the employee shall be required to pay the full premiums, including the District portion, or to discontinue coverage.
- I. Under some circumstances, FFD may require an injured or ill employee to be seen by a District-designated medical provider as a condition of filing a Workers’ Compensation claim on behalf of the employee. If such requirement is made and the employee chooses not to be seen by the provider in accordance with this policy, the employee may be denied eligibility for Workers’ Compensation payments.
- J. In the event an employee suffers an injury or occupational illness while on the job and leaves work due to such an event, the employee shall be paid for the entire scheduled shift.
- K. It is the philosophy of FFD to return injured or ill workers to employment if they are physically capable of carrying out the duties as required by a job analysis and if they are certified as able to return to duty by the District’s designated physician. The availability of light duty work shall be evaluated by the Fire Chief on an individual case basis. Every effort shall be made to return the employee to the pre-injury job, a modified similar job or another position available within the District.
- L. In the event that an employee on Workers’ Compensation is approved for and offered a modified duty assignment and chooses not to accept the

assignment, he shall be denied continuation of Worker's Compensation benefits, and may be subject to disciplinary action.

## **V. PROCEDURE FOR FILING A WORKERS' COMPENSATION CLAIM**

- A. The employee is to immediately notify the supervisor (or in the supervisor's absence, another member of management) of any work-related illness or injury. The employee and supervisor must both complete and sign a "Supervisor's Report of Industrial Accident" form and submit it to the Administration Office within three calendar days.
- B. The employee shall be given a form to present to the individual or facility where the employee is to receive medical treatment.
- C. The supervisor shall also complete the "Supervisor's Investigation" segment of the form as directed in the instructions. The supervisor shall obtain pertinent information about the accident, illness or injury, noting injury details, unsafe acts and conditions, witness statements, and remedies to prevent similar occurrences in the future.
- D. The Administrative Manager shall notify the Workers' Compensation carrier and provide any necessary reports, as required by law.
- E. Subsequent to the District filing the claim report, the Workers' Compensation carrier shall send forms directly to the employee for completion and submission in order to process payments as necessary.
- F. An employee who is absent from work for three days or longer due to a Worker's Compensation injury or illness shall also be placed on Family Medical Leave (see policy entitled "Family Medical Leave Act").

## LIGHT DUTY ASSIGNMENT

### I. PURPOSE

To allow an employee who has sustained a work-related injury or illness that prevents performance of regular duties, an opportunity to be assigned to a light duty position on a temporary basis.

### II. SCOPE

This policy applies to all full-time employees of the District.

### III. POLICY

It is the policy of FFD to allow employees to apply for light duty assignment in the event that they are unable to perform their regular duties due to a work-related illness or injury. When feasible, and at the discretion of the Fire Chief, the employee may be assigned light duty work on a temporary basis.

### I. GUIDELINES

A. An employee may apply for light duty status by submitting a written request to the Fire Chief for determination of allowance of such assignment. Included in the request shall be:

1. How and when the injury, illness, or medical condition was sustained.
2. The type of injury or medical condition and expected time of recovery.
3. Documentation from the attending physician recommending a reduced duty status.

Likewise, in the event that an employee is on a Worker's Compensation leave and the District becomes aware of the employee's ability to fulfill a light duty assignment, the District may opt to *assign* the employee to light duty.

B. Light duty assignment shall only be granted with the approval of the attending physician.

C. Light duty assignment shall only be made in the event that there is work available. Such determination shall be made at the discretion of the Fire Chief.

- D. In the event of light duty assignment, the employee shall perform such duties in uniform, unless otherwise directed by the Fire Chief.
- E. Female suppression employees who are pregnant are eligible for a light duty assignment. Based upon advice from her healthcare provider, a pregnant suppression employee is responsible for determining how long she will continue in her normal assigned position. Temporary reassignment to a non-suppression duty may be granted upon written request to the Fire Chief.
- F. In the event of a work-related injury or illness, compensation for light duty assignment shall be based upon the terms of the worker's compensation insurance.
- G. If light duty is assigned and accepted, the employee will be placed on a 40-hour / 5-days a week schedule with his pay rate adjusted based on the annualized salary. In the case of suppression personnel, leave accruals shall convert to the support staff rates (40-hour workweek).
- H. Light duty employees will be assigned to either the Fire Chief or the Administrative Manager for supervision until cleared back to regular duty. Employees will check in at Administration on a daily basis and will notify the Fire Chief or the Administrative Manager of any need for additional time off.

## EMPLOYEE ASSISTANCE PROGRAM

### I. PURPOSE

To provide employees and their families with professional psychological counseling for either job-related problems or problems that may affect job performance.

### II. SCOPE

This policy applies to all full-time employees of the FFD.

### III. POLICY

Psychological counseling is available to employees and their eligible dependents through the District's health insurance provider. Additionally, counseling is available to all employees for Critical Incident Stress Debriefing following incidents which may have caused excess stress or trauma to the employee.

### IV. GUIDELINES

A. Entry into the program can be through three different mechanisms:

**Voluntary** – Employees and/or dependents may contact the health insurance provider directly to schedule an appointment.

**Job-Related/Supervisory Referral** – The supervisor, in conjunction with the employee, may schedule an appointment with the appropriate provider through the health insurance provider.

**Critical Incident Stress Debriefing** – Any employee of the District may contact the Fire Chief if the employee believes a debriefing is necessary following an incident. The Fire Chief or his designee shall coordinate with the appropriate provider to schedule the session.

A. In the event that a supervisor believes an employee should be sent for counseling, the supervisor shall notify the Fire Chief of the situation to receive further direction with regard to obtaining approval from the District. The employee shall be required to attend counseling session(s), and the cost of the co-payment shall be covered by the District. In such a situation where the employee is required to attend counseling sessions, the employee shall be compensated for the time required to attend the sessions.

- B. Confidentiality in supervisory referrals is imperative. The supervisor shall refrain from discussing the situation with anyone except the Fire Chief and his designee.
- C. If a critical incident stress debriefing is held, all matters discussed within the session shall be confidential. Any employee who participates in a debriefing session is required to adhere to the confidentiality standard set forth.

## TRAVEL AND PER DIEM REIMBURSEMENT

### I. PURPOSE

To establish equitable and consistent guidelines for assisting employees with the costs of job-related travel.

### II. SCOPE

This policy applies to all employees of Fry Fire District.

### V. POLICY

Any employee who is involved in job-related travel shall be eligible for reimbursement for travel and per diem costs according to the following guidelines.

### VI. GUIDELINES

- A. Any employee who is authorized to travel outside of the District and requires overnight lodging shall be granted lodging expenses. The Administration Office shall coordinate the reservations and payment for lodging.
- B. Travel and per diem expenses shall be submitted and approved by the Fire Chief at least seven days prior to the travel in order for monies to be disbursed prior to departure.
- C. In the event of required travel, employees should use District vehicles, unless such a vehicle is not available. If a District vehicle is available and the employee chooses not to use it, the employee shall only be eligible to receive reimbursement for actual fuel costs for actual miles traveled. If a District vehicle is not available, the employee shall be reimbursed at the current federal IRS mileage rate. Any special circumstances that warrant use of private automobiles, such as travel with non-family members, shall be addressed by the Fire Chief on an individual case basis.
- D. In order to receive travel reimbursement, the employee shall submit receipts with the *Travel Reimbursement* form.

