

## **INTRODUCTION TO THE HUMAN RESOURCE POLICY GUIDELINES MANUAL**

The Human Resource Policy Guidelines Manual is a guide to the Mayer Fire District's basic personnel practices and procedures. This manual contains general statements of the District's human resource policies 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 Guidelines 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 Fire Board of the Mayer Fire District, who has delegated the authority to administer these policies to the Fire Chief. In the absence of the Fire Chief, he may appoint a designated representative to carry out this authority in his absence.
- 2) The Fire Board shall have the authority to adopt, amend or repeal these Human Resource Policies. The Fire Chief may submit recommendations for such action to the Fire Board.
- 3) Additionally, the Fire Chief has the authority to adopt and administer Standard Operating Guidelines (SOG's) that are supplementary to, but not inconsistent with, the policies set forth in this manual.
- 4) In the event of an emergency condition, the Fire Chief may issue an Administrative Directive to supersede a policy set forth in this manual. Such a change shall be temporary, and may be in effect for no longer than 60 days, at which point it must be approved by the Fire Board for permanent adoption.
- 5) The District recognizes the importance of periodically reviewing this document in order to ensure that it remains current with employment related regulations and District practices. Accordingly, the District shall periodically review the document and determine the need for any revisions.
- 6) Each supervisor shall have a copy of the Human Resource Policy Guidelines Manual available for use by any employee. Additionally, the manual may be available on the computers in each District facility.

- 7) 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 may be referred to the Fire Chief via the chain of command.
- 8) For purposes of this Human Resource 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.
- 9) For purposes of simplification, the Mayer Fire District may be referred to within this manual as “MFD” or as “the District.” Additionally, the Fire Board may be referred to as “the Board” or “the Fire Board.”
- 10) The term “supervisor” is intended to include either a suppression or administrative employee who directly supervises an employee.
- 11) 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.
- 12) All copies of this manual shall remain the property of the Mayer Fire District. This manual is a copyrighted document; thus, no employee may copy this document, either electronically or by hard copy, without the permission of the Fire Chief.

## MISSION, CORE VALUES AND DISTRICT CREED

### I. PURPOSE

To define the mission of the Mayer Fire District, along with the values and creed which guide how we shall operate.

### II. SCOPE

This policy applies to all employees of the District.

### III. POLICY

It is the policy of the MFD to adopt a mission statement and be guided by the core values and District creed to support our mission.

### IV. MISSION STATEMENT

***“Our family helping your family”***

*The Mayer Fire District family is dedicated to helping the families that live, work and pass through our area in any way we possibly can.*

### V. CORE VALUES

***“We value a creative and proactive work place”***

- We view the people of our community and our visitors as customers who deserve our concern, care and attention.
- We recognize our employees are our most valuable resource and we are committed to them and their safety.
- We recognize that our personal conduct is separable from the professional reputation of the Fire District.
- We support an organizational climate of mutual trust and respect.
- We believe in a team-oriented, positive, and honest environment for all employees.
- We strive for excellence through teamwork, unity, leadership, personal and professional development, personal health and fitness, training and preparedness.

- We believe in open communication and mutually beneficial partnerships with neighboring fire agencies and communities.
- We recognize the importance of cost effective resource management.
- We encourage innovation and ownership within the Fire District.

## **VI. DISTRICT CREED**

We extend to you the superior reputation of the Mayer Fire District. It is on loan to us. We are its caretakers. It was built through the courage, compassion, and commitment of those who came before us. It is ours to enjoy and our responsibility to maintain. We extend it to you, charging you with the responsibility to preserve and enhance that reputation, returning it intact to those who follow us. To that end, each of us is accountable.

# **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 MFD 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 as described above, or is aware of the possibility that someone else has been discriminated against as described above, shall notify a District representative via any one of the following options:

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

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

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.

## **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 Fire Board 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 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 (including from reserve to full-time) 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 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 MFD 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. The Fire Chief or his designated representative may authorize the use of either a contract agency for examination administration or the cooperative participation of MFD 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 or his designated representative 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.
- 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 (external) 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, review of personnel file, and attendance.

## **EXAMINATION SCORING**

- Q. The minimum passing score for all examinations shall be determined by the Fire Chief or his designated representative. Failure of any portion of the examination process shall be grounds for failure of the entire examination process. The specifics of the examination process shall be clearly stipulated in the job posting.
- 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. For purposes of new hires, 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, for purposes of new hires, 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 a posted eligibility list. Preparation of the eligibility list shall be carried out according to the policy entitled "Employment Eligibility Lists."
- 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 may 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 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 or his designated representative shall make an appropriate determination on an individual case basis.
- Y. New hire job offers shall be extended contingent upon successful completion of a medical/physical examination (for suppression positions) and a drug screening (for all positions). If the examination determines that

the individual does not successfully pass these examinations, the offer of employment 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." The District shall also comply with the "E-Verify" requirements set forth by law. 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 the Fire Chief or his designated representative.

## **NOTICES AND REVIEW OF EMPLOYMENT 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 MFD written examination.

### **III. POLICY**

It is the policy of MFD 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 candidates were notified of the examination results. 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) shall be returned to the testing company (if applicable) or 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 MFD 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 those candidates who successfully pass the overall examination process shall be placed on an eligibility list. The eligibility list shall be posted with the candidates' names in alphabetical order; no ranking shall be assigned to the eligibility list.
- B. An eligibility list for a given classification shall remain in effect for a period of up to twelve months from the date of certification of the list. In the event of a layoff, an employee who has been placed on layoff status shall be placed on the eligibility list for their designated classification. A new test shall be administered every twelve months or on an as needed basis.
- C. At the Fire Chief's discretion, an eligibility list may be extended for a period of twelve months from the date of expiration.
- D. 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 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 MFD.
- E. Those applicants on an eligibility list shall be responsible for notifying the District’s Administration Office upon any change in address or availability so as to be able to receive notification of appointment.

## TEMPORARY / ACTING APPOINTMENTS

### I. 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.

### II. SCOPE

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

### III. POLICY

In order to meet a non-regular employment need, an employee may be appointed to a position of higher rank on an acting basis or to a temporary assignment. In such event, the employee's pay shall be adjusted as set forth in the guidelines below.

### IV. GUIDELINES

- A. In the event of a short-term employment need, acting or 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 Fire Board shall make the appointment.
- B. In the event of a need to fill a non-regular position or to meet a special project need, the Fire Chief or his designated representative may appoint an employee to a temporary assignment. Any adjustments to the employee's pay shall be at the discretion of the Fire Chief.
- C. 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 until such time that a testing process can be undertaken and an eligibility list created. Shift vacancies shall not automatically require that an employee be designated in the acting role. All such determination shall be made by the Fire Chief or his designated representative.
- D. 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. . Acting appointment roles shall apply only to suppression positions.

- E. Unless otherwise designated, any employee serving in a temporary or acting appointment shall have all the authority and responsibilities for the assumed position.
- F. If the acting appointment is for longer than two full consecutive pay periods, the employee's base rate of pay shall be increased by five (5) percent or the minimum of the pay range, whichever is greater, for the entire duration of the assignment. Any incentive pay or benefits normally received by the employee shall not be affected by the temporary or acting appointment.
- G. The length of the appointment 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 Fire Board of such extension.
- H. Upon completion of the designated time of appointment, the individual shall:
  - 1. Be returned to the previous position and salary (plus any COLA or merit adjustments), or
  - 2. Have the temporary or acting 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.

## **EMPLOYMENT OF RELATIVES**

### **I. PURPOSE**

To prevent problems of supervision, safety, security, and morale that could potentially arise from employment of relatives.

### **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 or first cousin.

### **V. GUIDELINES**

The following guidelines shall apply regarding the employment of relatives:

- A. Relatives may not regularly work on the same shift.
- B. Relatives may not regularly directly supervise their employed relatives.
- C. No official of the District shall appoint or vote for the appointment of a relative, as defined above.
- 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 MFD 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 Fire Chief 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 or his designated representative shall provide notification that the individual is no longer eligible for employment with MFD.
- 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 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.

## **PROBATIONARY PERIOD**

### **I. PURPOSE**

To complete the employee selection process by providing a probationary 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, as defined in the guidelines below. This period is used to determine whether the employment relationship shall 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 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 employment probationary period. Upon successful completion of the academy, the employee shall begin to serve the probationary period as defined below.
- B. The probationary period for newly hired or promoted employees shall be twelve months.
- C. During the initial probationary period, the employee shall receive informal verbal performance reviews from the supervisor on a monthly basis, unless the supervisor is providing a formal written performance review as set forth below.

Such evaluations shall be conducted according to the following schedule:

- 1. All new employees shall receive a formal, written performance review at the end of three months, six months, nine months and at the end of the twelve-month probationary period.

2. Newly promoted employees shall receive an evaluation at the end of six months and at the end of the twelve-month probationary period.
- D. Upon satisfactory completion of the probationary period, employees are then subject to the annual performance review process.
  - 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 decision shall be approved in advance 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.
  - 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. If the position is not available, employment shall be terminated.
  - G. 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 three months for the purpose of further evaluation. In such a case, the employee shall receive an additional performance review at the conclusion of the extension period.
  - H. Successful completion of the probationary period in no way implies or guarantees employment with the District.
  - I. In the event of an absence greater than 30 days during the probationary period, the Fire Chief may opt to extend the probationary period by the same number of days that the employee was absent.

## 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 or his designated representative.
- 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 or a designated representative(s).

**Note:** Supervisors and other employees may provide letters of references for current or former employees. However, the Fire Chief or his designated representative shall approve all letters prior to distribution.

### V. PROCEDURE

- A. **Telephone Inquiries** – Information shall be verified only by the Fire Chief or his 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 or his 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 copies of any documents in the file.
  
  - 2. **Supervisor** -- A supervisor shall be allowed to review any performance related documents contained in the personnel file of an employee under his supervision.
  
  - 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. **Medical Files** – All medical files shall be maintained separate from the employee personnel files.
  - 1. **Content** – Medical files shall contain any information related to one's medical or physical condition including but not limited to such items as: Physical Examinations 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 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.
- F. **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 five years after an employee's separation date, unless the employee is involved in litigation with the District. In such instance, that personnel record shall be maintained for a minimum of one year following the final disposition of the legal proceedings. Originals of employee medical files shall be maintained for a period of thirty 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.

## 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 MFD for any of the following reasons: voluntary resignation, dismissal, retirement, layoff or death.

### IV. DEFINITIONS

- A. **Voluntary Resignation** – when an employee chooses to terminate employment with the District.
- B. **Dismissal** – when the District initiates the termination due to unsatisfactory performance or conduct, or other compelling business reasons.
- C. **Retirement** – a voluntary separation, which, in the case of suppression personnel, usually includes qualification for benefits under the Public Safety Retirement System.
- D. **Layoff** – a District-initiated action taken if it is deemed necessary to reduce staffing levels.

### 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 his 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 circumstances were to require a reduction in the workforce, a **layoff** shall occur. Details on the handling of a District-initiated reduction in workforce is outlined in the policy entitled "*Reduction in Workforce.*"
- E. In the event of a District-initiated termination (**dismissal or layoff**), final payment of wages and other accumulated hours due for paid time off shall be paid to the employee within 72 hours of the last day of work.
- F. In the event of a **voluntary resignation**, final payment of wages and other accumulated hours due for paid time off shall be paid to the employee on the next regularly scheduled payday.
- G. Provisions for an employee's **retirement** are set forth by the guidelines of the governing retirement system. In the event of a retirement, final payment of wages and other accumulated hours due for paid time off shall be paid to the employee on the next regularly scheduled payday.
- H. Employees who leave the District in good standing may be considered for future re-employment. Employees who resign without adequate notice or who are dismissed for unsatisfactory performance or conduct generally shall not be considered for re-employment.
- I. 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.
- 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, he shall receive his own contributions plus a percentage of the District's contributions, based upon his length of service. If the employee has greater than 10 years of PSPRS covered service, the employee shall be eligible to receive a deferred annuity. Such payments shall be made directly by PSPRS, not the MFD.

- 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 "Personnel Action Notice." This form shall contain 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 may schedule a meeting with the employee and the Office 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 shall 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 signed by the employee and the supervisor and turned in to the Administration Office for processing of the final paycheck.

## REDUCTION IN FORCE / LAYOFF

### I. PURPOSE

To establish a consistent and equitable method of reducing or reorganizing the workforce as the result of reorganization, reduction in operations, lack of funds or other budgetary constraints.

### II. SCOPE

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

### III. POLICY STATEMENT

It is the policy of the MFD to implement a reduction in force only when all other options have been exhausted and it is deemed necessary because of financial exigency or a bona fide reorganization.

### IV. DEFINITION

**Reduction in Workforce (layoff)** is defined as a District-initiated action taken if necessary to reduce and/or reorganize staffing levels.

### V. GUIDELINES

- A. Prior to implementing a workforce reduction, all reasonable effort shall be given to accomplish budgetary reductions without the need to layoff personnel. Consideration shall be given to such measures as eliminating temporary employees or contract workers, minimizing overtime hours, modifying/reducing work schedules, implementing a hiring freeze, reducing wages/benefits, reorganizing the workforce, allowing voluntary demotions, or providing incentives for retirements.
- B. If it is determined that a personnel layoff is necessary, all positions within the District shall be considered. The primary focus of the decision to implement personnel layoffs shall be the evaluation of programs and services so as to allow for reductions or reorganizations that will minimize the impact on the public service levels.
- C. The Fire Chief shall determine the position classifications to be reduced in response to the reduction-in-force order. Final approval of the affected classifications and numbers shall be required by the Fire Board.

- D. **Layoff Selection Process** -- The Fire Chief may determine that a particular classification, program function, status, or employee be designated as critical to the operation of the District, and therefore be made exempt from the layoff selection process. In lieu of any such requests, the reduction in force shall be accomplished, to the extent determined practical by the District, in the following manner:
1. The order of layoff shall be:
    - a. Temporary employees
    - b. Part-time employees
    - c. Initial probationary employees
    - d. Full-time non-probationary employees
  2. For full-time positions, layoffs shall be based on rank and tenure. Layoffs will be made first by selecting the least tenured employee in the lowest rank, offering the least tenured employee in the next highest rank an opportunity to demote to the lower rank. Tenure shall be determined based upon the date a person was employed full-time within the District. In the event that individuals have the same tenure within the District, the next consideration will be the person's position on the hiring or promotional list, whichever is applicable.
  3. In the event that the determination is made to eliminate reserve positions, the daily staffing level will be adjusted. The reserve employees shall remain employed; however, the amount of time that they are allowed to work shall be affected. They may still be used, when necessary, to fill fulltime positions that are vacant due to absences or in the event of a major incident or increased call volume.
  4. Due to the nature of the program, seasonal wildland firefighters may not be affected by the reduction in workforce. However, if reserve firefighters are impacted by the reduction in available hours, they shall be given preference over the seasonal employees.
- E. Employees who have been demoted as a result of the reduction in workforce shall retain the salary of the position held prior to the demotion. If this salary exceeds the classification to which they have been assigned, the employee shall not be eligible for any further pay increases until such an increase would be within the pay range, or until he were to return to his former position.
- F. If it is determined that a reduction in workforce is necessary, MFD shall comply with all notice requirements under federal, state and local laws. Additionally, the District will strive to provide timely notice to all of the

employees affected by the reduction in workforce as soon as possible. The District shall also provide notification of the expected duration of the layoff, if known.

- G. Employees shall be notified in writing at the beginning of the process if their position may be affected by the layoff. A copy of the written notification shall be placed in the employee's central personnel file.
- H. Upon final determination concerning the layoffs, the affected employees shall be notified by a Chief Officer via an Employee Action Notice. The termination date shall not be effective until after 30 days of receiving the notice. A copy of the written notification of termination shall be placed in the employee's central personnel file.
- I. The District shall determine if the affected employee is to work for the duration of the 30 day notice, or if he shall be laid off immediately and paid for the 30 day notice period. If it is determined that the employee shall be laid off immediately and paid for the 30 day notice period, he shall receive regular bi-weekly paychecks until the payment obligation of the 30-day period is fulfilled.
- J. A layoff or demotion based upon workforce reduction, lack of work, reorganization or position elimination is non-grievable. In the event that an employee believes there was a procedural error or alleged discrimination in application of this policy, he may follow the grievance process set forth in the manual (see policy entitled: *Grievance Rights*).
- K. In the event of any employee being laid off, all termination procedures shall be followed in accordance with policy. Final payment of wages, including vacation pay, shall be paid within three working days or on the next scheduled pay day, whichever is sooner.
- L. In the event of a reduction in workforce, affected employees shall be provided with all appropriate post employment benefits as set forth by law and/or by MFD policy. Additionally, those employees who are laid off shall be entitled to an additional three months of coverage under the District's EAP program.
- M. In the event that the District rehires to fill vacancies created by resignation or retirement or the ability of the District to increase staffing, employees laid off due to a reduction in force shall be recalled in their seniority order to vacancies for which the employee qualifies.
- N. Employees on layoff status shall be placed on a District recall list and shall be eligible for recall for up to twelve (12) months or until the District determines that the layoff is permanent, whichever occurs first. Following

the twelve month period, employees shall no longer be eligible for recall and the layoff shall be considered permanent.

- O. Individuals who are laid off and placed on the recall list shall be required to maintain current contact information with the District; failure to do so shall forfeit the recall rights.
- P. If an individual is contacted for recall and fails to respond to the recall notice within 14 days of attempted delivery, he shall be removed from the recall list and will no longer have recall rights.
- Q. If an individual is recalled to the former position within the 12 month period, he shall be compensated at the rate of pay he would have been entitled to had the layoff not occurred. If the recall places the employee in a lower level position than he previously occupied, he shall not be entitled to any further pay increase until such time that his pay falls within the pay range.
- R. Employees recalled within the 12 month period shall benefit from any cost-of-living adjustments that may have occurred during the time period in which they were laid off. However, merit pay increases shall not be granted because they are based on actual performance.

## **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, or in some instances, with the Chairman of the Fire Board.

### **IV. PROCEDURE GUIDELINES**

- A. Supervisors shall refer terminating employees to the Fire Chief or his designated representative for an Exit Interview.
- B. If an employee has issues of concern that he believes need to be communicated directly to the Board, he may notify the Fire Chief of a request to have an Exit Interview with the Chairman of the Fire Board. Upon such request, the Fire Chief shall notify the Chairman of the Fire Board prior to the employee's last day of work.
- C. 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
- D. The employee shall be asked to sign the Exit Interview form.

## **MEDICAL/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 employees.

### **III. POLICY**

It is the policy of MFD to require medical/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 medical/physical examination.
- B. The potential employee shall be required to undergo a medical/physical examination with the District's designated medical provider.
- C. In the event the individual does not pass the medical/physical examination, the offer of employment shall be withdrawn.
- D. In order to ensure the standards continue to be met, all employees shall be required to undergo annual medical/physical examinations. Reserve employees who work for another fire department and are required to undergo an annual medical/physical examination through the other employer may be allowed to submit the results of that medical/physical examination to satisfy this requirement. In such event, the medical/physical examination standards must meet the MFD standards or the employee shall be required to undergo the additional requirements that will equal the requirements of MFD.
- E. In order to ensure that an employee is fit for duty, all employees shall be required to report the use of all prescription medications, as well as 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 medical/physical examination shall be maintained in the employee's medical file, as per the policy entitled "Personnel Records."

- G. In the event that an employee does not pass a medical/physical examination, he shall be relieved of duty. The employee shall be required to use sick or vacation leave, unless the sick and vacation accruals are depleted, at which point the time off shall be without pay.
- H. In the event a current employee does not pass the first medical/physical examination, the employee shall 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 it is determined that the employee is unable to meet the physical requirements of the job, and if another position is available for which the employee meets the minimum requirements, the employee may be offered the opportunity to interview for such a position. 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.

# 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 MFD.

### **III. POLICY**

It is the policy of the MFD 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 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.

## 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. 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.

### IV. POLICY

Harassment, including sexual harassment, is contrary to basic standards of conduct between individuals and is prohibited by EEOC (Equal Employment Opportunity Commission) regulations. Any employee who engages in any of the acts or behavior defined above 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.

The District enforces all Federal and State regulations relating to fair and proper treatment of all employees.

Any activity by anyone, male or female, that makes an employee feel that he or she is being harassed based upon his membership in a protected class, 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 shall 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 dismissal.

## **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 Chief Officer, or
- C. The Office 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 or his designated representative shall be notified on the same day by the person receiving the initial complaint.

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. The Fire Chief (or Fire Board, if the complaint is against the Fire Chief) may use discretion in using the services of an outside professional to handle the investigation. 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 dismissal.

## WORKPLACE VIOLENCE

### I. PURPOSE

To provide the employees of the MFD 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 MFD.

### III. POLICY

It is the policy of the MFD 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. However, if an employee is 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 dismissal.
- F. Incidents of workplace violence that involve criminal conduct shall be referred to law enforcement for investigation and handling.
- G. At the 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. If the Fire Chief has concerns of such potential warning signs, he may, when feasible, seek guidance from a mental health professional regarding the appropriateness of such a decision to send the employee for the evaluation.

## **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.

## **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 MFD.

### **III. POLICY**

It is the policy of MFD 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.

## 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 MFD.

### III. POLICY

It is the policy of the MFD to provide a work environment that encourages freedom of thought, expression and conduct, as long as these actions support the District's mission and are consistent with efforts to provide customer service excellence. It is also our policy to provide 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 corrective or disciplinary actions to achieve a satisfactory level of performance. While progressive discipline is preferred, there may be situations in which action up to and including dismissal may be deemed appropriate.

### IV. GUIDELINES

- A. It is the policy of the Mayer 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 in order to establish a productive and positive level of performance.

**Progressive** in that corrective measures are designed in a hierarchy which *normally* begins with verbal counseling or a verbal reprimand, and when circumstances warrant, proceed to written reprimand(s), suspension, demotion, and dismissal. Dependent on the nature or severity of an incident of misconduct, and at the sole discretion of the

District, any of these forms of disciplinary action may be taken, without first taking a lesser form of disciplinary action.

- B. This policy sets forth the norms of the discipline process, but allows for management to exercise discretion in determining the degree of the discipline to be administered, based upon the underlying employee conduct.
- C. Corrective action procedures shall be administered privately and discreetly, and within a reasonable time frame following the infraction.
- D. In the event that an employee disagrees with the disciplinary action, the employee shall discuss it with the supervisor. If the employee feels it is necessary, the employee may proceed as per the guidelines of the *Disciplinary Appeals Policy*, as set forth in this manual.
- E. In a situation in which further investigation into an incident is deemed necessary, the employee may be placed on **Administrative Suspension** with pay. The supervisor shall attempt to discuss the situation with the appropriate 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 initiate such action 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, an administrative suspension with pay shall not be subject to appeal.
- F. An employee may request to have union or other employee representation if he has been directed to participate in an investigative interview that could result in disciplinary action or when any disciplinary action of a written reprimand or greater is issued. If the employee requests representation, a second supervisor shall also be required to be present.

## V. PROGRESSIVE DISCIPLINE PROCEDURES

- A. Often times the initial step toward corrective action may be a **verbal counseling 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 in his own supervisory files. This counseling is non-disciplinary in nature.
- B. Another step in the process may be the issuance of a **Verbal Reprimand**, documented in a written memorandum describing the problem or

incident(s) and how to 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 may be placed in the supervisor's file or the employee's central personnel file, depending upon the nature and severity of the incident.

- C. Supervisors may elect to use a **Written 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 shall be documented in a letter of reprimand, 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 Written Reprimands shall be discussed between the supervisor and the next level manager prior to being administered. The letter is to be signed by the employee and the supervisor, and placed in the employee's central personnel file. Additionally, a copy of the documentation shall be provided to the employee. The employee shall be given the option to provide a written response to attach to the disciplinary letter within seven calendar days of receipt.
  
- D. 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 next level manager to determine the length of the disciplinary suspension, which shall be without pay. All disciplinary suspensions shall be approved in advance by the Fire Chief. Prior to implementing the disciplinary suspension, the procedure outlined in Guideline "G" below shall be followed. The final action shall also be documented in a written letter or memorandum, describing the nature of the problem, 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 letter is to be signed by the employee and the supervisor, and placed in the employee's central personnel file. The employee shall be given the option to provide a written response to attach to the letter within seven calendar days of receipt. Disciplinary Suspension without pay shall not exceed 30 consecutive calendar days, nor shall any employee be penalized by suspension for more than 30 days in any 12-month period.
  
- E. 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 District may opt to reassign the employee to a position of lower rank and pay (see Policy entitled "*Demotion*"). All demotion decisions must be approved in advance by the Fire Chief. Prior to implementing the disciplinary demotion, the procedure outlined in Guideline "G" below shall be followed. The final action shall be documented in a written letter or memorandum, describing

the nature of the problem and any previous or related conversations or actions (if applicable). The letter shall be signed by the employee and the supervisor 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. The employee shall be given the option to provide a written response to attach to the report within seven calendar days.

- F. If the employee's conduct or performance is deemed severe enough, or the determination is made that the employee has been unable to or unwilling to achieve a satisfactory level of performance, the employee shall be subject to **Dismissal**. The Fire Chief shall administer all dismissal decisions. Prior to implementing the dismissal action, the procedure outlined 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 dismissal 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 involving a suspension or demotion, the supervisor shall provide the employee with a **letter of intended discipline** stating:
1. the specifics of the employee's conduct,
  2. the intended disciplinary action,
  3. the timing of when the intended discipline will occur,
  4. a statement of the employee's right to respond in writing to the supervisor, within three calendar days of receipt of the letter, to set forth any and all reasons why the intended discipline should not be implemented,
  5. a statement that the employee shall understand that failure to respond within the time limit shall waive the right to respond, but he may still be entitled to appeal the disciplinary action as covered in the *Disciplinary Appeals* policy, and
  6. a statement that the employee's written response shall be considered prior to the disciplinary action being imposed.

- H. **Consideration of Employee Response to Letter of Intended Discipline**  
– 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

may, at his discretion, meet with the employee to discuss the information provided within the employee's written response.

The supervisor shall provide written notice of his final disciplinary decision to the employee and will use best efforts to provide a response within five calendar days of timely receipt of the employee's written response. The letter of intended discipline, together with any written response by the employee and any final decision by the supervisor shall be placed in the employee's personnel file.

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

The disciplinary action is subject to the employee's appeal rights, as covered in the *Disciplinary Appeals* policy.

- I. If the Fire Chief determines that the employee is to be dismissed, the employee shall be placed on paid administrative suspension, and the Fire Chief shall issue a **pre-dismissal notice** stating the following:
  1. the specifics of the employee conduct,
  2. the intended timing of the dismissal action
  3. a notice of a time and place for the employee to have a pre-dismissal hearing with the Fire Chief in order for the employee to respond and present to the Fire Chief any and all reasons why he believes the intended dismissal should be reconsidered.
  4. a statement that the employee's response shall be considered prior to the disciplinary action being imposed.

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.

- J. **Consideration of Employee Response to Pre-Dismissal Notice** -- The Fire Chief shall meet with the employee and consider the employee's response, including any additional facts or mitigating circumstances, and then determine if the intended dismissal shall be upheld. At this point, the Fire Chief shall also notify the Fire Board of the pending decision. Within three calendar days, the Fire Chief shall notify the employee of his final intentions, as outlined below.

If, after consideration of the employee's response, the Fire Chief elects not to carry forth with the intended dismissal, he shall submit to the employee a written withdrawal of the pre-dismissal notice. However, the decision of the Fire Chief not to dismiss does not preclude him from taking any other form of disciplinary action.

If, after consideration of the employee's response, the Fire Chief determines that the dismissal is to be upheld, he shall sign a written letter that shall constitute dismissal. The letter of dismissal shall be served directly on the employee or delivered by certified mail. A signed receipt (unless refused) shall be attached to the dismissal letter and placed in the employee's central personnel file. Dismissal action is subject to the employee's appeal rights, as covered in the *Disciplinary Appeals* policy.

## **DISCIPLINARY APPEALS**

### **I. PURPOSE**

To ensure employees are afforded due process following the receipt of disciplinary action.

### **II. SCOPE**

This policy applies to any employee who elects to appeal a disciplinary action beyond the level of written reprimand.

### **III. POLICY**

Employees shall be granted the right to appeal disciplinary action to a higher level of management.

### **IV. DEFINITION**

A disciplinary appeal is defined as a request for further consideration of a disciplinary action.

### **V. GUIDELINES**

- A. Disciplinary action at the level of a suspension, demotion or dismissal is subject to appeal. The employee shall follow the procedure below in presenting the appeal to upper levels of management.
- B. Any employee who elects to file a disciplinary appeal has the right to representation during the appeals process.
- C. In order for the appeal to be heard, it must be brought forth within seven (7) calendar days of the date the employee received the final notice of disciplinary action. If after receiving any level of response to the appeal, the employee wishes to move to the next step of the process, he must do so within the timeframe set forth within the process. Failure of the appellant to follow through within the timeframe will terminate the appeal process. In the event of mitigating circumstances, the Fire Chief has the discretion to extend the timeframes; such a decision shall be documented in writing for the involved parties.
- D. Employees acting in good faith are assured of freedom from reprisal for using the disciplinary appeal process.

- E. An employee appealing a dismissal shall proceed immediately to Step Three below. The employee shall be required to file a written notice of appeal within seven (7) calendar days of receiving the letter of dismissal.
- F. **Step One** – If the employee does not agree with the disciplinary action, he is encouraged to first discuss it with his immediate supervisor. If the employee still has concerns, the employee has the right to appeal the disciplinary action. The appeal shall be documented in writing to the next level of management over the supervisor who imposed the discipline. The manager will be responsible for handling the appeal as an important business matter, making every effort to arrive at a prompt, equitable solution. The manager shall document any conclusions, solutions or unsolved problems and return to the employee within seven (7) calendar days of receipt of the disciplinary appeal.
- G. **Step Two** -- If the employee still does not feel the appeal has been satisfactorily resolved after Step Two, he has the option, within three (3) calendar days, to take the matter to the Fire Chief. The Fire Chief shall review the matter, make a determination, and provide a written decision within seven (7) calendar days.

In addition, the Fire Chief has the *option* to convene a Board of Inquiry to investigate the situation and provide to him a separate opinion or recommendation for action (see policy entitled “*Board of Inquiry*”). In such instance, the timeframe in which the Fire Chief shall render a final decision may be extended. The employee shall be notified in writing of such extension.

Decisions by the Fire Chief shall be final and binding, with the exception of an appeal regarding suspension of greater than two (2) shifts for shift personnel or five (5) days for non-shift personnel, demotion or dismissal (see Step Three).

- H. **Step Three** -- An employee has the option to further appeal any decision of suspension of greater than two (2) shifts for shift personnel or five (5) days for non-shift personnel, demotion or dismissal. In appealing a suspension or demotion, the employee shall provide the Fire Chief with a written notice of final appeal within seven (7) calendar days of receipt of the prior level decision. In the case of a dismissal, the employee shall provide the Fire Chief with a written notice of appeal within seven (7) calendar days. Pursuant to an Intergovernmental Agreement with the Arizona Office of Administrative Hearings (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 MFD attorney 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 those which 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.
14. The findings and decision of the ALJ shall be subject only to administrative review as provided in A.R.S. 12-901, *et seq.*

## **GRIEVANCE RIGHTS**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to all employees who have completed their 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”* and *“Equal Employment Opportunity.”*

### **III. POLICY**

Each employee of the District is encouraged to discuss work-related grievances or concerns with management.

### **IV. DEFINITION**

A grievance is defined as a condition of employment or application of a policy which the employee perceives as being unjust or inequitable.

### **V. GUIDELINES**

A. The grievance policy shall not apply to the following circumstances:

1. Appeals of disciplinary action (these are covered in the policy entitled *Disciplinary Appeals*)
2. Complaints of harassment, sexual harassment, or discrimination (these are covered through the investigative process as stated in the policies addressing such concerns: *Harassment/Sexual Harassment or Equal Employment Opportunity*)
3. Matters in which the Fire District does not have the authority to act
4. Policies or resolutions as adopted by the Fire Board
5. Position classification, job description, or salary structure
6. Terms and conditions of employee benefits

7. Meets standard or above performance review

- B. Any employee who submits a grievance has the right to representation during the grievance process.
- C. The employee shall follow the established review procedure listed below in presenting any grievance to upper levels of management. When a grievance involves an employee's immediate supervisor, the grievance shall be presented to the next level of management within his chain of command, after the employee has attempted an oral resolution.
- D. In the event that any employee has a grievance directly against the Fire Chief, the employee shall submit their written grievance to the Office Manager to forward to the Fire Board. Steps 1 and 2 of the Grievance Procedure as outlined below shall not apply. The Fire Board may opt to address the grievance as a Board, or to use a Grievance Committee as outlined in Step 3 below, or to use an outside source to review and investigate the grievance and make a recommendation to the Fire Board for possible action. Upon receipt of the decision of the Fire Board, the employee has the option to go to Step Four of the procedure outlined below.
- E. In order for a grievance to be considered, it must be brought forth within ten (10) calendar days of the date of the circumstance which resulted in the grievance. If after receiving the management response to the grievance, the employee wishes to move to the next step of the process, he must do so within three (3) calendar days of the receipt of the response. Failure of the employee to follow through within the timeframe will terminate the process. In the event of mitigating circumstances, the Fire Chief has the discretion to extend the timeframes; in such instance, he shall provide written notification to the involved parties.
- F. Employees are assured of freedom from reprisal for using the grievance procedure.
- G. The Fire Chief shall be apprised of any grievances that are not resolved after the initial step of the process.
- H. An employee involved in the grievance process shall be allowed to confer with members of management regarding the matter during Fire District time. 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 addressing grievances, the employee is encouraged to first seek assistance by discussing it with his or her immediate supervisor. If the employee still has concerns over the matter, the grievance shall then be documented in writing and submitted to the immediate supervisor. The supervisor will be responsible for handling the issue as an important business matter, making every effort to arrive at a prompt, equitable solution. The manager shall document in writing any conclusions, solutions or unsolved problems and shall provide a written response to the employee within seven (7) calendar days of receipt of the grievance.
- B. **Step Two** -- If the employee still does not feel that the issue has been satisfactorily resolved after Step One, he has the option of taking the problem to the next level of management within the chain of command for further consideration. The employee shall notify the supervisor in writing within three (3) calendar days after receiving the response that the matter is still not resolved. The supervisor shall immediately forward all documentation from the grievance process to the next level manager for review. The manager will evaluate the situation and the response from the immediate supervisor and may elect to hold a meeting with the employee and the immediate supervisor. The manager shall document any conclusion, solution, or unsolved problems in writing and shall provide a written response to the employee within seven (7) calendar days.
- C. **Step Three** – If the employee still does not feel that the grievance has been satisfactorily resolved after Step Two, he has the option, within three (3) calendar days, to request further review by a Grievance Review Committee. All documentation from the grievance process must be submitted to the Fire Chief to provide to the Grievance Review Committee for review.
1. The Grievance Review Committee will be comprised of the following:
    - (1) A chief officer or management representative appointed by the Fire Chief, who shall serve as the Chairman,
    - (2) A fellow employee selected by the employee, and
    - (3) Another supervisor/manager agreed upon jointly by the Fire Chief and the employee bringing forth the grievance.

No member of the Grievance Review Committee may have had any direct involvement in the issue under consideration.
  2. The Fire Chief will convene a meeting of the Grievance Review Committee within fifteen (15) calendar days of the written request.

3. If the Grievance Review Committee determines it appropriate to meet with the involved parties, both the employee bringing forth the grievance and the supervisor who made the initial decision that is being reviewed will present their stance on the issue. Both sides may appear personally, produce evidence, call witnesses, and have representation by another employee of the District.
  4. The Grievance Review Committee shall be empowered to call witnesses, investigate, ask questions and take sworn testimony.
  5. The proceedings will be tape recorded and preserved in accordance with the District's records retention guidelines.
  6. The Grievance Review Committee shall issue a written *recommendation* to the Fire Chief within seven (7) calendar days of the meeting.
  7. Upon review of the recommendation of the Grievance Review Committee, the Fire Chief shall render a final written decision within seven (7) calendar days of receipt of the recommendation of the Grievance Review Committee.
- D. **Step Four** -- If the employee still does not feel that the grievance has been satisfactorily resolved after Step Three, he has the option, within three (3) calendar days, to request Grievance Mediation. All documentation from the grievance process must be submitted to the Fire Chief (or the Chairman of the Fire Board, if the grievance is against the Fire Chief) to provide to the assigned mediator.

Upon receipt of the request, the Fire Chief shall, within five (5) calendar days, submit a request to the FMCS to provide grievance mediation services. Mediation session(s) shall be held in an attempt to find a mutually acceptable resolution of the issue. However, the mediator has no authority to compel resolution. If a mutually acceptable resolution of the issue is not reached through the process, the decision of the Fire Chief (or the Fire Board, if the grievance is against the Fire Chief) will be final and binding, and there shall be no further administrative appeal.

## **BOARD OF INQUIRY**

### **I. PURPOSE**

To investigate incidents within the department that are of a serious nature and raise concerns regarding safety, property damage, major equipment failure or employee performance and welfare.

### **II. SCOPE**

This policy applies to all employees of the District.

### **III. POLICY**

In order to protect the employees and the District, it is the policy of the District to allow the Fire Chief to use a Board of Inquiry to pursue investigation of internal concerns that may or may not be disciplinary in nature.

### **IV. GUIDELINES**

A. After a preliminary investigation, the Fire Chief may exercise discretion in calling a Board of Inquiry to further investigate any of the following types of incidents. This list is illustrative in nature, but not intended to be all inclusive:

1. On-the-job accidents
2. Vehicular accidents
3. Major property damage incidents
4. Incidents that may potentially result in severe disciplinary action
5. Major equipment failure not readily explainable
6. Serious complaints from another employee or a member of the public

B. The Fire Chief shall select and convene the Board of Inquiry, which shall be comprised of the following:

1. A Chief Officer who shall serve as the Chairman
2. A first line supervisor
3. The Safety Officer (if the incident is safety-related)
4. A peer requested by the individual who is the subject of the investigation (if applicable). The individual may select either a union representative or another employee of his choosing.

The employee who is the subject of the investigation has the right to request in writing the disqualification of any member of the appointed Board; the decision regarding the request shall be made by the Fire Chief.

- C. The Fire Chief shall give the Board of Inquiry the authority to call witnesses and shall provide the Board of Inquiry any materials of evidence to facilitate the process.
- D. The employee who is the subject of the investigation may have representation by another District employee.
- E. All interviews, proceedings, and deliberations shall be tape recorded and transcribed.
- F. The Board of Inquiry shall provide a written report to the Fire Chief summarizing the investigation and their opinion, and recommending any necessary action. All members of the Board of Inquiry shall sign the written report.
- G. The Fire Chief shall review the Board of Inquiry report and recommendations and follow through with any necessary action as he deems appropriate.
- H. The Fire Chief or his designated representative shall be responsible for ensuring that all records and reports from the investigation are kept in a "Board of Inquiry" file as well as in the personnel file of the individual who is the subject of the investigation. All items that are a part of the investigation are considered confidential in nature; however, the results of any administrative investigation are to be considered a matter of public record.

## 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 MFD 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 dismissal. 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 the use of all prescription medications or any over-the-counter medications that may produce side effects that could alter one's ability to perform the duties of the job. The employee shall be required to provide documentation from the prescribing medical provider that states whether or not the employee may work while taking such medication.
- 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 or illegal drugs or controlled substances or prescription drugs for which one does not have a current prescription.
- 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. Verbal or physical harassment of another employee that interferes with work performance.
- L. Failure to report for work upon conclusion of a Leave of Absence or paid time off.
- M. Discussing confidential or proprietary information with individuals not affiliated with the District, or not reporting potential conflict of interest situations.
- N. Unprofessional language or behavior, profanity, mistreatment, disrespect or discourteous treatment of customers, visitors or other employees.
- O. 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.
- P. Assault on a fellow employee or member of the public.
- Q. Irregularities involving the handling of District property, files or petty cash.
- R. Obtaining supplies, materials or other property or money from the District or its employees or members of the public by fraudulent means or misrepresentation.
- S. Excessive absenteeism or tardiness.

- T. Failure to adhere to District safety rules, including the use of seat belts or other protective safety equipment.
- U. Failure to comply with the guidelines set forth in District documents such as the Policy Manual, Standard Operating Procedures Manual, or any other written directives or orders of the District.
- V. 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 or in District uniform.
- W. Failure to adhere to the standards set forth in the loyalty oath.
- X. Failure to maintain current and proper licenses and/or certification required to perform assigned duties.
- Y. 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.
- Z. Participation in sexual activity while on duty or on District premises.
- AA. Failure to obey traffic laws while on duty, including during any paid response time.
- BB. Refusal to work assigned overtime.
- CC. Off-duty conduct that brings discredit upon the District.
- DD. Deliberately accepting or continuing active employment while suffering a serious communicable disease without notifying the District, unless such disease is protected under federal law.
- EE. Conviction of a criminal offense involving moral turpitude.
- FF. Failure to notify the Fire Chief in the event an employee is charged with a criminal offense, receives a traffic citation, or is a party in a restraining order.

## **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, including all full-time, part-time, reserve and temporary personnel, as well as volunteers.

### **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 employees shall be required to report the use of all prescription medications, as well as 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. The employee shall be required to provide documentation from the prescribing medical provider that states whether or not the employee may work while taking such medication. When such a report is made to the Fire Chief, he shall use discretion in determining if there is any need to consult the District's physician for further consideration of whether any work restriction or limitation is indicated. The District physician shall 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 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. 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 shall be required to pass a drug screen as part of their pre-employment physical examination.

Annual Physical Examination -- All employees of the MFD shall be required to pass a drug and alcohol screening process on a regular basis as part of their annual physical examination. If reserve employees undergo an annual physical examination through their full-time fire department employer, they will still be required to submit to the annual drug and alcohol screening process through MFD.

For Cause -- Suspicion of drug or alcohol use as determined by good faith behavioral observation, performance problems, or employee complaints that may not be 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 or his designated representative.

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. Additionally, if there is reasonable suspicion that an employee could be under the influence of anabolic steroids, the Fire Chief may elect to have the testing laboratory screen for such use. 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 dismissal.
3. Any employee who fails to report immediately to the designated testing facility shall be subject to disciplinary action, up to and including dismissal.

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** -- 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. **Second Offense** -- Termination of employment.
2. Voluntary notification of drug/alcohol use/abuse by an employee to the District *prior* to employer's requiring employee to undergo testing – 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 the Office Manager, 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 drugs/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 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 on duty shall notify the Fire Chief. After obtaining basic information, the Fire Chief or his designated representative 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 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. 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 and notify the employee of such, following the District's disciplinary action procedures. 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.

## OFF DUTY DUI ARREST

### I. PURPOSE

To encourage employees to maintain the high standards of personal conduct expected from the fire service by the public and to establish guidelines for the handling of any off-duty Driving Under the Influence (DUI) arrest and outline the potential consequences of such an action.

### II. SCOPE

This policy applies to all District employees.

### III. POLICY

Recognizing that driving under the influence is a violation of the law, and therefore a violation of District policy, the District shall investigate such matters and take appropriate disciplinary action against any employee or volunteer who has been charged with and/or convicted of DUI.

Additionally, any applicant for employment with the Fire District who has received a DUI conviction within the past five years shall not be eligible for employment.

### IV. GUIDELINES

- A. In the event that an employee is arrested for DUI, he shall notify his immediate supervisor, the Duty Chief or the Fire Chief within 24 hours of receiving the citation.
- B. The employee shall send copies of any paperwork related to the incident (copies of the citation, subpoenas, etc.) to the Fire Chief or his designated representative within 72 hours of the arrest.
- C. The employee shall be placed on paid Administrative Leave until such time that the Fire Chief or his designated representative can review the situation in its entirety and make a decision regarding the employee's eligibility to return to duty. The employee's eligibility to return to duty shall be evaluated based upon the following criteria:
  - If the employee has been granted a temporary driving permit;
  - If the citation issued involves a misdemeanor or a felony;
  - If the employee has violated the District's Standards of Conduct
  - If there are any mitigating circumstances to be considered.
- D. Upon review of the incident and any associated documentation, if the employee has not been charged with committed a felony, has been

granted a temporary driving permit, and the Fire Chief determines it to be appropriate, the employee may be permitted to return to work until such time as the charges are commuted or a final ruling is issued by the courts.

- E. If the employee's driver's license has been suspended and he is not granted a temporary driving permit, he shall be placed on unpaid leave until such time that his driving privileges are restored.
- F. In the event the employee is cited for **Extreme** DUI or the citation includes any felony charges, the employee will be placed on compulsory leave without pay pending resolution at the trial court level. If the employee is exonerated of the charges, he shall be returned to the position with reinstatement of benefits and retroactive pay to the commencement of the compulsory leave. If the employee is found guilty the employee will be terminated effective on the date of the trial court verdict.
- G. Upon conviction of a misdemeanor DUI, the employee will be suspended without pay for four consecutive shifts (shift suppression personnel) or 8 consecutive business days (administrative or non-shift personnel). Furthermore, the employee will not be eligible for a merit increase for one year from the date of conviction. If an employee receives a second DUI within 60 months, he shall be terminated upon conviction.
- H. In the event that the employee fails to follow any of the above guidelines the employee will be terminated. Similarly, if an employee receives a second DUI within 60 months, he shall be terminated upon conviction.

## **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 MFD.

### **III. POLICY**

It is the policy of MFD 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 MFD 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 of employment.

## **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 MFD.

### **III. POLICY**

It is the policy of the MFD 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 MFD or is a competitor of MFD, 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 MFD, 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 MFD does not prohibit the practice of full-time employees holding a second job, the District does insist that a full-time employee's job with MFD come first and that a second job does not interfere with or reflect unfavorably on the District.
- D. Any employee, including full-time, part-time, reserve or temporary, holding a second job must provide written notification to the Fire Chief, and must maintain current notification at all times.
- E. 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 MFD 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.

- F. 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 MFD may have with the organization.
- G. No employee shall engage in conduct that is disloyal, disruptive, competitive or damaging to the reputation of the District.
- H. 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.

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

### I. PURPOSE

To ensure that all MFD employees 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 MFD 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 MFD 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 MFD.
- 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. District members are prohibited from taking photographs of patients involved in any District-related scene, unless authorized by the Incident Commander.
- J. 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.
- K. 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.

## **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 MFD 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 with a subordinate 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.

## **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 MFD.

### **III. POLICY**

It is the policy of MFD 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 a suppression employee is unable to report to work or is going to be late, the employee is to personally notify the duty officer as soon as possible, and no later than two hours prior to the scheduled start time. In the event that an administrative employee is unable to report to work or is going to be late, the employee is to personally notify the immediate supervisor at least 30 minutes prior to the scheduled start time. 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 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 vacation 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 Fire Chief, a non-exempt administrative 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 dismissal.

## UNIFORMS AND GROOMING STANDARDS

### I. PURPOSE

To establish a standard for professional appearance.

### II. SCOPE

This policy applies to all employees of the District.

### III. POLICY

In order to portray a positive public image and demonstrate pride and professionalism, it is the policy of MFD 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. **Uniform Allowance** -- All full-time suppression employees shall receive an annual uniform allowance or have a specific number of uniforms purchased for them in the amount set forth in the union MOU. Suppression reserves and administrative employees shall be allotted an annual uniform allowance as set forth by the Board during the annual budget process. Uniform allowance shall be deducted from the approved vendor's account or paid via a reimbursement system under which the employee purchases the items from the approved vendor, then submits the receipts for reimbursement. The annual allowance shall be based on the fiscal year; there shall be no carryover from one year to the next.
- C. **Uniforms** -- All on duty full-time suppression employees shall be required to keep available on the premises a complete set of dress and duty uniforms.
  - 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. The specific components of the dress uniform shall be outlined in the Uniform SOG.

2. The duty uniform shall be worn by suppression personnel when out of quarters, with the exception of drilling or physical training periods. The specific components of the duty uniform shall be outlined in the Uniform SOG.

Note: The Fire Chief may elect to wear civilian clothes in place of the duty uniform when he deems it is appropriate. Such attire shall be appropriate to the venue.

- D. **Physical Training Uniforms (Suppression personnel)** -- The physical training uniform may be worn during physical training activities or sleep time, but shall not be worn when responding to emergency scenes. However, the physical training uniform may be worn under the duty uniform or turnout clothing on emergency scenes, but shall not be visible when viewed by the public. The specific components of the physical training uniform shall be outlined in the Uniform SOG.
- E. **Safety Uniform/Turnout Gear (Suppression personnel)** -- Protective clothing and equipment is provided to all suppression personnel for required use when working in a hazardous environment, during firefighting activities or during any other similar conditions during training activities.
- F. **Helmets** -- All suppression employees shall be issued a department helmet. Helmet identification will be limited to the last name, which shall be lettered in the District designated contrasting color, company numbers and department emblem. An employee who is a member of the union has the option to affix the appropriately sized District-approved union sticker to his helmet. Any employee who wishes to have any additional identification on a helmet must receive prior approval from the Fire Chief.
- G. No other insignia, emblem, advertising button, ribbon, jewelry or device shall be attached to the uniform without authorization of the Fire Chief.
- H. Employee uniforms must be clean, unfaded, pressed, and in good condition. Shoes shall be shined and in good condition.
- I. **Tattoos** -- At the discretion of the Fire Chief, visible tattoos shall only be allowed if deemed discreet and unobtrusive. No display of nudity, violence, sexually explicit art or verbiage, profanity, or any pictures, initials, acronyms or words that incite negative reactions or express radical social statements shall be allowed. If the Fire Chief determines that any visible tattoo is unacceptable, the employee shall be required to cover it while on duty or at District-related functions.
- J. **Administrative Personnel** -- Individuals in administrative support positions shall be well-groomed and attired in clothing that is professional

and business-like in nature. Administrative employees shall wear uniform blouse/shirt/sweater/jacket with appropriate pants, jeans, or skirts. They shall **not** wear suggestive or revealing attire including but not limited to the following:

1. Clothing that exposes the midriff or low back
2. Exposed undergarments
3. Shorts, skorts, stretch pants or workout attire
4. 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*)
5. Tight-fitting articles of clothing
6. Plunging necklines
7. Skirts or dresses that fall shorter than four inches above the knee
8. Items of casual attire including but not limited to faded denim fabric items, rubber flip-flops, baseball caps, novelty buttons
9. 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.

K. 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. Employees may have longer hair; however, if the hair is of a length that it would hang below the top of the collar, it shall be pulled back and secured in such a way that it allows for full coverage by the protective safety hood. Mohawks, spiked hair, unnatural hair coloring, and/or other radical hairstyles that draw unnecessary attention are not appropriate on-duty or at District-related functions.
2. **Facial Hair** – Sideburns shall be neatly trimmed, shall not be wider than one and one-half inches, 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. Sideburns shall not be worn with a shaved head. Beards or goatees shall not be worn. Mustaches shall not be of such length that they extend beyond one-half inch above the jaw line, shall not be twisted or waxed, and shall not 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.

4. **Rings and Other Jewelry**– 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 (latex gloves) shall not be worn. Other forms of jewelry (necklaces, chains, toe rings, etc.) may be worn, but shall not be exposed.
  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.
- L. Officers may opt to call a uniform inspection at any time and employees shall be required to display all uniform items at that time.
  - M. The wearing of District-issued uniform items while off-duty is prohibited without prior approval of a Chief Officer, 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 MFD, thus, their behavior while wearing such items shall reflect positively on the District.
  - N. 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.
  - O. 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.”
  - P. Employees retiring in good standing shall be allowed to keep their helmet and badge.

## **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 MFD.

### **III. POLICY**

It is the policy of the MFD 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 Duty Chief.
- E. Because visitors may enter the stations at any time up to 2100 hours, it is very important that the appearance of the station presents a positive image.
- F. Station inspections shall be conducted daily by the senior employee to ensure cleanliness of quarters and readiness of equipment.
- G. Chief officers may conduct station inspections at any time at their discretion.

## **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 MFD to prohibit employees from using any form of tobacco while on duty, on District premises, in District vehicles, and at District-related functions in accordance with the applicable laws, and the rights, needs, and health concerns of others.

### **IV. GUIDELINES**

- A. Employees are prohibited from using any form of tobacco while on duty, while in uniform, or at any District-related function.
- B. Tobacco use of any kind is prohibited in all District facilities and vehicles. Visitors on District property shall be instructed on this policy if necessary, and shall be required to discontinue use of tobacco inside District facilities. Visitors may be directed to the designated tobacco use area in the parking lot at the Administration Office. If the visitor refuses to comply, the employee shall immediately report this to an officer, who shall again request that the person discontinue use of the tobacco or move to the designated tobacco use area on the premises.
- C. All employees hired after January 1, 2007 are prohibited from using tobacco in any form during the course of their employment with the District. Likewise, any reserve, part-time, temporary, or seasonal employee who was moved to a full-time position on or after February 1, 2009 shall also be prohibited from using tobacco in any form during the course of their employment with the District. If an employee covered under this guideline is found to be using tobacco, he shall be subject to disciplinary action.
- D. All employees shall be tested for tobacco use during the drug/alcohol screening portion of their annual medical/physical examination.

- E. Any employee who needs assistance with cessation of tobacco use may seek such help through the MFD Employee Assistance Program or through their personal physician.
- F. These guidelines shall not supersede any local or State laws or any existing or future regulations established for fire, health or safety reasons.

## **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 MFD 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 after 2100 hours, without the approval of the duty officer. Beds and bunkrooms are off limits to non-department personnel unless prior written approval is obtained from the Duty Chief.
- 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 Duty 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. Such restriction shall be documented, and the officer shall notify the Administrative Office and any other officers on duty.

## **DAILY DUTIES AND DOWN TIME ACTIVITIES**

### **I. PURPOSE**

To outline acceptable conduct for suppression employees during on-duty down 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 down time 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, holidays).
- B. 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.
- C. Any employee who participates in the type of activities prohibited above may be disqualified for benefits under disability related benefit plans.

### **V. DAILY ROUTINE**

- A. Pre-emergency planning
- B. Engine Company Inspections
- C. Safety Surveys
- D. Training as outlined on the annual training schedule
- E. Attend Meetings as requested
- F. Station Cleaning- clean and disinfect the kitchen, bathrooms, and personal bunkrooms, sweep/ mop floors and empty all trash prior to the end of each shift.
- G. Individual staff assignments

- H. Issue burn permits as requested
- I. Community meetings as requested
- J. Physical training
- K. Other items as assigned by management

## **VI. VEHICLES**

Daily, weekly, and monthly vehicle inspections/ maintenance will be completed as outlined in the Vehicle and Equipment Policy and Procedure Manual.

## **VII. DAILY ASSIGNMENTS**

- A. MONDAY-Weekly Vehicle Checks
- B. TUESDAY- Restock EMS Supply Cabinets at stations 21 and 23.
- C. WEDNESDAY- Detail apparatus bays (sweep, mop, organize). Blood Pressure Checks at the Mayer Senior Center (1130hrs.)
- D. THURSDAY- General Station Maintenance (dust, organize, clean refrigerator, laundry as needed)
- E. FRIDAY- Exterior clean up of stations (cut weeds/ grass, pick up trash, rake rocks, clean apparatus aprons, clean BBQ)
- F. SATURDAY – SCBA weekly checks.
- G. SUNDAY - Make-up any pending assignments.

## **PHYSICAL FITNESS**

### **I. PURPOSE**

To ensure that MFD 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 MFD 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 lesson the potential for injury, it is a requirement that all suppression employees participate in physical training during each shift.

### **IV. GUIDELINES**

- A. The Captains shall allocate adequate time during each shift for employees to participate in physical fitness activity and participation by all crewmembers shall be required. It is up to the discretion of each individual employee to select a fitness activity that will best suit his needs.
- B. When participating in physical fitness activities, consideration shall be given to minimizing delay in response to alarms; participation in physical fitness activity shall never compromise response.
- 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.
- E. The uniform for physical fitness activity shall be consistent with section IV, C of the policy entitled "Uniform and Grooming Standards".

## **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 MFD to channel all media inquiries and communications through established contacts within the organization.

### **IV. GUIDELINES**

- A. Press and media inquiries regarding MFD shall be directed as follows:
  - 1. On scene, the Incident Commander or the designated Public Information Officer may provide initial release of information.
  - 2. For routine, non-emergency communications, media inquiries shall be directed to the Fire Chief or a designated Public Information Officer.
- B. The above listed individuals shall 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 shall be provided necessary information or data to respond to the inquiry.
- C. Press releases may be issued only through the Fire Chief or a designated Public Information Officer.
- D. Employees who identify any opportunity for favorable publicity for the District may contact the Fire Chief, who shall determine MFD's interest, and if necessary, provide any needed information or materials.

## **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 MFD, as well as to outside visitors, vendors, suppliers, etc.

### **III. POLICY**

It is the policy of MFD 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.

## 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

#### ***District 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 2100 hours, unless in the case of an emergency.
- D. Long distance phone calls, both personal and District-related, shall be made on Line Four (4), the designated line that has unlimited long distance calling. In the event that the line is unavailable and there is an emergency situation, the employee shall notify his immediate supervisor that a long distance call on another line was necessitated.

#### ***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 Office 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. Personal cell phones shall not be used while performing duty-related tasks or on emergency calls unless related to the call itself.
- J. Excessive personal cell phone 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.
- K. The District shall not be liable for any damage or loss of personal cellular phones brought into the workplace.

#### ***Cellular Phone Cameras***

- L. Employees are cautioned in the use of cell phone cameras in the workplace; any photos taken on duty and/or on emergency scenes are subject to monitoring and review. Employees are prohibited from taking photographs of patients involved in any District-related scene, unless authorized by the Incident Commander.

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

- M. 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 a home phone or cellular phone and will be kept 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 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 District designated IT administrator. Likewise, exporting system or other computer software is strictly prohibited without the prior approval of the Fire Chief.

- G. While on duty or on District premises, employees are prohibited from accessing pornographic or otherwise inappropriate websites which may be detrimental to the District. Social networking sites such as myspace, facebook, etc. may be accessed for purposes of conducting District-related business. The use of such networking sites for purposes of general social communications shall be limited to down time and shall not interfere with the completion of one's duties. Additionally, any communications on such sites shall be subject to all of the guidelines set forth within this policy.
- H. Confidential information must be protected at all times. Employees shall 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 are to be changed periodically.
- J. All computers and remote devices shall 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. 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. Employees who take pictures at emergency scenes must submit the photos through their chain of command for review and approval by the Fire Chief prior to any use of such pictures.
- 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 MFD employee who drives a District vehicle.

### III. POLICY

It is the policy of the MFD 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 command, staff 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; however, personal use of the vehicle shall be restricted to a 30-mile radius of District boundaries. 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 as outlined in Guideline A above.
- D. Unauthorized persons shall not operate District vehicles. All drivers shall possess a valid State of Arizona driver's license.
- E. Passengers riding in a District vehicle while on District business are not required to sign a ride-along waiver; however, if a passenger riding in a District vehicle is not on District-related business, he shall be required to sign a waiver, as is required for individuals on a ride-along on a fire engine.
- F. The driver and all passengers of any District vehicle shall use seat belts.

- G. 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.
- H. 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.
- I. 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.
- J. The person to whom the vehicle is assigned shall be assigned to keep the vehicle clean and in good mechanical condition at district expense
- K. 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.

## USE OF DISTRICT ISSUED CREDIT CARDS

### I. PURPOSE

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

### II. SCOPE

This policy applies to any MFD employee who is issued a District credit card.

### III. POLICY

It is the policy of the MFD to provide District credit cards to certain employees with the understanding that it represents a direct link to taxpayer monies and is subject to the guidelines set forth below.

### IV. GUIDELINES

- A. The District shall assign credit cards to the Fire Chief and other specific employees as approved by the Fire Chief. From time to time, the Fire Chief may assign a credit card to additional employees for a specific time period or a specific use. These credit cards shall be carried by the assigned employee and used when making authorized purchases for **District business only**. The use of District credit cards for any personal business is prohibited.
- B. Employees must obtain and retain receipts for all purchases made on District credit cards. The employee must submit the receipts to the Billing Specialist as soon as is reasonably possible. In the case of use of a District fuel card at the ADOT Fuel Station, no receipt will be provided; however, the employee must log the purchase in the monthly Vehicle Maintenance Form.
- C. Upon receipt of the District's credit card statements, the Billing Specialist will circulate a summary of any purchases and expenses for which receipts have not been submitted. The employee who made the charge shall immediately submit the associated receipts.
- D. Any charges that are questioned will be reviewed by the Fire Chief to evaluate whether or not the charge was appropriate and for District business. If the charges were made by the Fire Chief, then the review will be done by a committee consisting of the Board Chairperson, one other Board member and either the Billing Specialist or another Chief Officer.

- E. If any charges are determined to be inappropriate or not pertaining to District business, the employee shall immediately reimburse the District for any unauthorized expense and shall also be subject to disciplinary action as determined by the Fire Chief. In the situation where the employee is the Fire Chief, the Board Committee shall make a determination as to whether or not the Fire Chief's use of the District's credit card was inappropriate or not pertaining to District business. If the committee determines the Fire Chief's use of the District credit card was inappropriate or not pertaining to District business, the Board Committee will notify the Fire Board, whom will consider the matter and take appropriate action.
- F. If the employee verifies that an expense is business related, but cannot produce a receipt, that charge will be reviewed and may be approved and cosigned by the Fire Chief. Repeated failure to back up charges with receipts as required by policy may result in the revocation of credit card privileges and the potential for disciplinary action.
- G. When an employee is informed that he has lost his credit card privileges, the employee must immediately surrender the District issued credit card to the Fire Chief. All District related expenses and purchases by the employee will then require preauthorization and be paid through receipt reimbursement only until credit card privileges are restored at the discretion of the Fire Chief.
- H. In the event that a credit card is lost or stolen, the employee shall immediately report the information to the Fire Chief or Office Manager.

## **PERSONAL FINANCES/GARNISHMENTS**

### **I. PURPOSE**

To comply with legal requirements surrounding wage attachments.

### **II. SCOPE**

This policy applies to all employees of the MFD.

### **III. POLICY**

MFD 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, MFD shall comply with any requirements as set forth in the court-ordered garnishment.

### **IV. GUIDELINES**

- A. MFD 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 MFD.

### **III. POLICY**

It is the policy of MFD 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, other items of personal value, and personal vehicles.
- B. Articles of personal property found on the premises shall be turned into either the Captain, the Duty Officer, or to the Administration Office for items found in that area.
- C. Employees shall not expect privacy in the use of District lockers. The District maintains the right to inspect or search lockers at any time.
- D. 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.
- E. 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
- G. Union memos and announcements

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

### **IV. GUIDELINES**

- A. The senior employee at each station shall be responsible for maintaining the orderly appearance of the station bulletin boards, posting new information, and removing dated materials. Likewise, the Office Manager shall be responsible for the bulletin board in the Administration Office.
- B. Any employee who wishes to post information on a Department bulletin board shall receive prior approval from the Captain or Duty Officer.
- C. Bulletin Boards shall be maintained in the Administration Office and in each station.

# **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 MFD employees.

### III. POLICY

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

### IV. GUIDELINES

- A. Newly hired employees shall be paid the minimum rate for their position, unless special circumstances are deemed by the Fire Chief to warrant a hiring rate at a higher level.
- B. **Reinstatement** – 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.
- C. **Merit Increases** – If an employee's performance meets or exceeds the standard on the annual performance review, and upon the approval of the Fire Chief, an employee shall be eligible for a merit increase on his classification date. Each employee shall be reviewed at least annually in order to determine the appropriateness of the merit increase. Merit increases shall be effective at the start of the pay period following the employee's classification date.
- D. **Cost of Living Increases** – In the event of a Board decision to grant a cost of living increase, the determined percentage increase shall be applied across the board to the salary scale. Upon such change to the scale, all employees' salaries shall increase accordingly. The cost of living increase shall not change the employee's classification date.

- F. The maximum base pay rate shall be at the top of the salary range for any position classification. However, if an employee hits the top of the salary range, he may be eligible for a percentage of the merit raise; determination of such shall be made by the Fire Board on an annual basis.
- G. **Reallocation of position to a higher grade** – If a position is reallocated to a classification within a higher salary range, the employee shall be increased to the minimum salary of the new range. If the salary of the individual being reallocated is equal to or greater than the minimum of the higher classification range, there shall be no change unless the Fire Chief deems it necessary based upon special conditions.
- H. **Reallocation of position to a lower grade** – If a position is reallocated to a classification within a lower salary range, the employee’s salary shall not change. However, if the employee’s salary is higher than the maximum rate for the position, the Fire Chief shall authorize either a reduction in the employee’s pay to the maximum of the range, or a “freezing” of the employee’s salary until such time that the range maximum increases.
- I. **Acting assignments**– In the event that an employee temporarily fills an acting position for longer than two consecutive pay periods, the employee’s base pay shall be increased to the minimum of the range for the acting position or by five (5) percent, whichever is higher.
- J. **Temporary assignments** – In the event that an employee is appointed to a temporary assignment to either fill a non-regular position or meet a special project need, compensation adjustment shall be at the sole discretion of the Fire Chief.
- K. **Residency bonus** -- In order to encourage employees to reside within the District boundaries, the District shall pay a semi-annual bonus based upon response to off duty emergency calls. Those employees who reside in District and respond to off duty emergency calls shall receive a lump sum bonus based on a percentage of their total earnings (including all overtime) for the prior six month period. The bonus amount shall be based on the percentage of responses to calls, and shall not exceed \$1500.

## **CLASSIFICATION / JOB DESCRIPTION PLAN**

### **I. PURPOSE**

To provide a system for identifying and classifying each position within the MFD.

### **II. SCOPE**

This policy applies to all non-contract positions within MFD.

### **III. POLICY**

It is the policy of MFD that based upon the duties of each position, a Classification/Job Description Plan shall be established and maintained for the purposes of allocating title, scope of responsibilities, qualification requirements, and compensation levels for all non-contract positions within the District.

### **IV. GUIDELINES**

- A. The Fire Chief shall be responsible for the Classification/Job Description Plan.
- B. All positions shall be analyzed and classified based on the following factors:
  - 1. Duties and responsibilities,
  - 2. Minimum requirements (education, experience, knowledge, skills, abilities),
  - 3. Fitness for duty requirements,
  - 4. Salary range.
- C. The classification title of a position shall be used in all official personnel and budget records and transactions.
- D. A classification specification/job description shall be established for each non-contract position, and a listing of the Classification Specifications shall be maintained for purpose of this policy. The content of such shall be the following:
  - 1. Classification title
  - 2. Summary of duties
  - 3. Essential functions of the job
  - 4. Minimum qualification requirements.

- E. The actual job description is not a part of the Policy Manual and is subject to change at the discretion of the Fire Chief.
- F. The Fire Chief or his designee may conduct a study of any position to be considered for classification or reclassification. Such amendments to the Classification / Job Description Plan shall be approved by the Fire Chief.
- G. On an annual basis, the Fire Board shall adopt the salary schedule to coincide with the Classification/Job Description Plan.

## EMPLOYMENT CATEGORIES

### I. PURPOSE

To help provide guidelines for uniformity and equity in applying human resource 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 106 hours per 14-day work period; non-exempt administrative personnel receive overtime for hours in excess of 40 hours per seven-day period).

**Suppression personnel** -- Employees whose primary function is emergency incident response. Suppression personnel may either be assigned to a shift schedule or a 40-hour staff schedule.

**Full-Time** – Employees who, on a regular, continuous basis, may be scheduled to work 32 hours or more per seven-day period as administrative or non-shift suppression personnel or 106 hours or more per 14-day work period as suppression personnel.

**Part-Time** – Administrative or non-shift suppression staff employees scheduled to work less than 32 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 shift 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. Seasonal wildland employees are classified as temporary employees.

## **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 MFD.

### **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. Fractions of hours worked shall be calculated in 15 minute increments.
- C. 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, except in the event of an emergency call.
- D. 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. Off-duty callbacks shall be paid at the overtime rate, regardless of where one is in the work period/pay cycle.
- E. Time for attendance at drills and required meetings shall be recorded and paid based upon actual time of attendance, with a one-hour minimum.
- F. 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 be charged to vacation or may be taken as a shift trade. In rare instances, and at the sole discretion of the Fire Chief, an employee may be granted leave without pay.

- G. 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 dismissal.
- H. In the event that an employee is out on a paid absence and therefore unable to sign the timesheet, it shall be the responsibility of the supervisor to complete and submit the timesheet for the employee. In such instance, the employee shall be required to sign the timesheet at some point prior to receiving the paycheck.
- I. Those employees who are exempt (according to the Fair Labor Standards Act) are not required to complete a timesheet. However, any exceptions to the regular schedule (i.e., holiday, vacation, sick leave, jury duty) must be reported to the Billing and Payroll Specialist to ensure appropriate documentation of time away from work.

## **V. PROCEDURE FOR TIMESHEET COMPLETION**

- A. Non-exempt administrative or non-shift suppression personnel 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. Timesheets for shift suppression personnel are not required to reflect meal breaks, as such time is considered part of their total hours worked. All employees shall sign their timesheet at the completion of the pay period in order to acknowledge that the hours recorded accurately reflect the actual 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.

## 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, MFD may at times require administrative or non-shift suppression 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 106 hours in the 14-day work period.
- B. **Administrative or non-shift suppression 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, with the exception of overtime for emergency calls.
- B. Vacation and sick leave shall be included in computing the number of hours worked for purposes of the computation of overtime pay.

## **WORK SCHEDULES (SHIFT SUPPRESSION PERSONNEL)**

### **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 shift suppression personnel, including reserves.

### **III. POLICY**

MFD 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 at 8:00 a.m. and ends the following day at 8:00 a.m.
- B. The **workweek** for MFD shift suppression personnel begins and ends at 8:00 a.m. on Monday.
- C. The **work period** for purposes of calculation of overtime is 14 days.

### **V. GUIDELINES**

- A. Employees shall not leave their shift until their duty relief has arrived.
- B. Supervisors are entitled to establish schedules, reschedule hours of work, and schedule overtime hours, as deemed necessary.
- C. Employees may be required to work overtime or may be called back for emergency purposes at the discretion of the Fire Chief or his designated representative.

## **WORK SCHEDULES (ADMINISTRATIVE OR NON-SHIFT SUPPRESSION PERSONNEL)**

### **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 administrative and non-shift suppression personnel.

### **III. POLICY**

MFD 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 12:00 midnight.
- B. The **workweek** for MFD is Monday through Sunday, beginning and ending at midnight.

### **V. GUIDELINES**

- A. Supervisors are entitled to establish schedules, reschedule hours of work, and schedule overtime hours, as deemed necessary.
- B. Employees may be required to work overtime or may be called back for emergency purposes at the discretion of the Fire Chief or his designated representative.

## **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 MFD that wage payments shall be made on a bi-weekly basis (every other week).

### **IV. GUIDELINES**

- A. The payroll periods at MFD are bi-weekly and paychecks shall be distributed to employees on the Thursday 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 the previous day.
- 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, given to the Captain on duty for distribution, or mailed at the employee's request.
- F. The employee shall report any error with paychecks to the immediate supervisor, who shall coordinate with Payroll to correct any errors.

## **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.

### **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 requires 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 merit pay increase.

### **IV. GUIDELINES**

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

- 1. All performance reviews shall be completed on the approved form.
- 2. NFPA standards and MFD policies, procedures, and directives shall be used as basic 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. On an annual basis, the Fire Board shall approve all funds to be allocated for pay increases.
2. The Fire Chief shall approve the performance reviews 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**

**Evaluations During the Probationary period**

1. All new and newly promoted employees shall receive quarterly performance reviews during the probationary period so as to ensure that the employee is progressing as expected during the probationary period.
2. All new and newly promoted employees shall receive a performance review upon completion of their probationary period.

**Other Evaluations**

3. Beyond the initial probationary period, all employees shall receive semi-annual performance reviews. The performance review process shall be completed prior to the employee's review date. The performance review completed at the employee's classification date shall be the basis for determining eligibility for the annual merit increase.
4. Performance reviews may also be required in the event of transfer, promotion, demotion or termination.
5. In the event that an employee receives an overall rating that is below standard, he shall be re-evaluated after 90 days. No merit

increase shall be granted until the employee receives an acceptable overall rating.

**B. Performance Review Administration**

1. Administration of the reviews is the responsibility of the supervisor. Supervisors shall prepare the review and forward to their immediate supervisor for approval at least seven (7) calendar days in advance of the required evaluation date.
2. The second level supervisor shall review and grant final approval on each evaluation within seven (7) days of receipt and return to the immediate supervisor for delivery to the employee.

**C. Performance Review Discussion**

The immediate 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. Retention of Performance reviews**

1. All evaluations shall be maintained in the employee's central personnel file. Employees are entitled to a copy of the performance review.

## 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, with the exception of the Fire Chief.

### III. POLICY

In order to allow employees to grow and develop within their career path, MFD 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(s) and/or the Fire Chief.
- B. Eligibility for promotion shall be determined by the employee's ability to meet the requirements of a vacant position. In addition, the employee must have maintained a satisfactory performance record.
- C. In screening, testing, and selecting candidates for promotion, management shall 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.
- E. If an eligibility list has been previously established for a position and the position becomes available, the Fire Chief shall appoint from such a list. If an eligibility list has not been established, a temporary or acting

assignment may be made until such time that a promotional testing process takes place.

- 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 two times 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, the employee's pay shall be increased by 10% or to the minimum of the new pay range, whichever is greater. However, in no case shall the employee's new rate of pay exceed the maximum rate of the new classification.
- H. Upon promotion, the employee shall begin serving the promotional probationary period.
- I. 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 COLA or other merit 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 MFD 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 the employee no longer is 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. If the voluntary demotion is honored as requested, the employee's pay shall be adjusted at the discretion of the Fire Chief. Such reduction in pay may not be below the minimum rate established for that position classification.
- 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. Such reduction in pay may not be below the minimum rate established for that position classification.
- C. Demotion may be an option exercised to prevent a layoff. Employees who have been demoted as a result of the reduction in workforce shall retain the salary of the position held prior to the demotion. If this salary exceeds the classification to which they have been assigned, the employee shall

not be eligible for any further pay increases until such an increase would be within the pay range, or until he were to return to his former position.

- D. Any employee who is demoted with a reduction in pay shall be notified in writing prior to the effective date.
- E. If the demoted employee has completed the probationary period in the previous classification, the employee shall not be required to complete another probationary period in that classification to which he has been demoted.

## **SHIFT TRADES**

### **I. PURPOSE**

To allow employees of equal skill or rank to have the option to trade shifts or portions of shifts. Shift trades are an agreement between employees done on a voluntary basis. The employee participating in a shift trade shall be entitled to all benefits afforded to on duty employees while they are working a shift at Mayer Fire.

### **II. SCOPE**

This policy applies to all operational employees of the District.

### **III. POLICY**

MFD will acknowledge shift trades to be scheduled as deemed necessary based upon meeting the staffing guidelines set forth in the Memorandum Of Understanding with the union labor workforce.

### **IV. GUIDELINE**

- A. Shift trades are intended to incur no cost to the Department.
- B. Shift trade hours shall not constitute hours for calculating FLSA.
- C. The Employer shall have no obligation to keep records of shift trades.
- D. The employees, with the concurrence of the Captains, shall be responsible for arranging and carrying out a shift trade.
- E. All shift trade documentation, with appropriate signatures, shall be completed before the trade using the agreed upon form or electronic process. The Captains shall approve such shift trades.
- F. Once the shift trade documentation or electronic process is completed and approved by the Captains, the shift then becomes the responsibility of the employee accepting the trade.
- G. An employee who agrees to a shift trade and subsequently fails to complete the trade shall be held responsible for the hours agreed to.

## **FAILURE TO COMPLETE THE SHIFT TRADE**

An employee who fails to report for an agreed upon shift trade shall be charged the equivalent incurred cost of the Department for replacement out of their vacation bank in hours (i.e., overtime replacement 24 hours equates to 36 hours vacation) at a rate of 1 1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged vacation leave at the regular rate.

- A. An employee who calls in sick prior to an agreed upon shift trade shall be charged the equivalent incurred cost of the department for replacement out of their sick leave bank of hours (i.e. overtime replacement of 24 hours equates to 36 hours sick leave) at the rate of 1-1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged sick leave at the regular rate.
- B. An employee without sufficient sick leave to cover the equivalent cost shall have the commensurate hours taken from their vacation bank. In the event an employee who calls in sick prior to an agreed upon shift trade does not have sufficient sick or vacation time to take, the employee will not receive sick or vacation accrual until the negative hour debt is repaid.
- C. A trade shall be cancelled if the employee responsible to cover the trade has a disability or approved FMLA leave, is unable to cover the trade and the scheduled trade is greater than two shifts days in the future. The employee responsible may find another employee to work the trade using the agreed upon process.
- D. An employee responsible to cover a shift trade that is out on a disability or approved FMLA less than 30 days prior to the agree upon trade and is unable to complete the trade, shall maintain the option to cover the agreed upon trade with another trade or be charged the equivalent cost out of vacation bank hours.
- E. If an employee becomes sick or disabled while in the performance of a shift trade obligation and leaves work, sick leave will be charged to that individual as described in Article 18 – Sick Leave.
- F. Shift trades during bereavement leave will be counted as shifts off as outlined on page 156 of the Mayer Fire District Policy and Procedures manual.

- G. Employees may be allowed to relieve another employee serving the previous shift prior to the actual scheduled starting time of the oncoming shift or may holdover for up to two (2) hours without notification.
  
- I. If an employee leaves the organization while owing shift trade time, the employee will be docked such hours at time and a half from their last paycheck.

# **EMPLOYEE BENEFITS**

## **GENERAL BENEFITS**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to all employees of the District, according to the scope of each individual benefit.

### **III. POLICY**

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

- Holidays
- Sick Leave
- Vacation
- Leaves of Absence
- Group Health/Dental/Vision Insurance
- Life Insurance
- Accident Indemnity Insurance
- Employee Assistance Program
- Uniforms
- Retirement

## HOLIDAYS

### I. PURPOSE

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

### II. SCOPE

This policy applies to all full-time 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
- 9-11 Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

### IV. GUIDELINES

- A. For purposes of administrative office closure, 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.
- B. Full-time shift suppression employees shall receive an additional 8 hours of straight time pay for the actual holiday.
- C. Full-time administrative or non-shift suppression employees shall receive eight hours of holiday pay in lieu of working on the day the District recognizes the holiday.

- D. Employees must work the last scheduled work day before the holiday and the first scheduled work day after the holiday, or on the holiday, in order to be paid for the holiday.
- E. Holiday pay shall not be counted as "hours worked" for purposes of calculation of overtime.

## VACATION

### I. PURPOSE

To provide a paid time off benefit that will provide payment for time off for restful break from the work routine.

### II. SCOPE

This policy applies to all full-time employees.

### III. POLICY

It is the policy of MFD to provide vacation accrual on a monthly basis according to the guidelines set forth below by classification.

### IV. GUIDELINES

- A. Full-time shift suppression personnel shall accrue vacation hours on a monthly basis as follows:

<u>Years Of Service</u>	<u>Monthly Allotment</u>
0 – 5 years	12 hours
6 – 10 years	14 hours
11 or more years	16.8 hours

- B. Full-time administrative or non-shift suppression personnel shall accrue vacation hours on a monthly basis as follows:

<u>Years Of Service</u>	<u>Monthly Allotment</u>
0 – 5 years	8 hours
6 – 10 years	10 hours
11 or more years	12 hours

- C. The monthly allotment of vacation hours shall be granted in the first pay period of each month.
- D. The change in accrual rate shall occur on the first pay period following the employee's completion of the 5<sup>th</sup> and 10<sup>th</sup> year of service.

- E. Maximum accrual of vacation shall be 288 hours for administrative or non-shift suppression personnel and 480 hours for shift suppression personnel. At the point of maximum accrual, accrual shall cease until such time that the employee has taken vacation hours.
- F. Under extenuating circumstances, the Fire Chief may allow an employee to carry-over vacation hours in excess of the maximum allowable. The Fire Chief shall notify the employee in writing of such an exception, and shall insure that the excess accrual is used as soon as possible. Carry-over exceptions shall not be granted for more than two consecutive years.
- G. Scheduled vacation should be requested according to the procedure set forth below.
- H. It is the responsibility of the employee to ensure that he has adequate vacation hours accrued when requesting and taking vacation. If an employee takes vacation time and it is determined that his vacation accrual bank does not have adequate hours, his pay shall be reduced accordingly. The employee shall then be subject to disciplinary action for taking unauthorized leave without pay.
- I. Vacation hours shall be counted as "hours worked" for purposes of the calculation of overtime.
- J. Employees in their initial probationary period shall accrue vacation hours when they begin their full-time employment; however, those hours are not earned until they complete one year of employment. Thus, employees who have not yet completed the first year employment are not eligible to use vacation even though it is being accrued. Exception may be granted by the Fire Chief in the event of an FMLA situation.
- K. Any accrued, unused vacation hours will be paid upon termination of employment if the employee has completed his initial twelve months of employment.

## **V. PROCEDURE FOR SCHEDULING VACATION LEAVE**

Vacation leave for all personnel must be scheduled in such a manner that ensures adequate fire and EMS staffing. The following procedures outline the manner in which scheduled and unscheduled vacation leave shall be granted. Vacation leave shall be granted prior to other types of leave. The Fire Chief has the discretion to adjust the minimum staffing in the event of unforeseen leave needs.

The scheduling officer shall arrange for vacation leave coverage based upon availability of coverage. If no coverage is available, he shall return the leave

request to the employee denying the request or suggesting that the employee attempt to find replacement coverage via a shift trade. An employee should not assume that a vacation request has been approved until the approved leave request has been signed and returned.

### ***Scheduled Vacation Leave***

- A. Once a year, vacation requests shall be accepted for the upcoming calendar year. At this time, vacation shall be granted based on seniority within the department.
- B. After the annual vacation submittal period, all other employee vacation requests shall be filled out on the proper leave request form and submitted to the scheduling officer no less than 10 days prior to the requested leave date.
- C. Requests shall be granted on a first come, first served basis. In the event of requests submitted at the same time, preference for being granted vacation leave shall be based upon seniority as a full-time employee within the District.

### ***Unscheduled Vacation Leave***

- D. Leave requests received less than 10 days prior to the requested leave date shall be considered on a case by case basis.
- E. Unscheduled vacation leave requests shall be granted at the discretion of the Fire Chief.

### ***Canceling Vacation Leave***

- F. If an employee elects to cancel a vacation leave that has already been approved, he must do so within ten days of the leave date in order to provide adequate notice to the individual who has been scheduled to cover the vacation time.

## **SICK LEAVE**

### **I. PURPOSE**

To provide employees with income continuation in the event of illness, injury, or a need for medical attention that prevents them from attending work.

### **II. SCOPE**

This policy applies to all full-time employees.

### **III. POLICY**

It is the policy of MFD to provide sick leave accrual according to the guidelines below.

### **IV. GUIDELINES**

- A. Full-time administrative or non-shift suppression employees shall receive 8 hours of sick leave accrual per month; full-time shift suppression employees shall receive 12 hours of sick leave accrual per month. The sick leave hours shall be awarded in the first pay period of each month.
- B. There shall be no maximum accrual of sick leave hours.
- C. 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 care.
- D. In the event that a supervisor 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. If the employee does not have any accrued sick leave, he shall be required to use accrued vacation or take the time off without pay. Such a decision shall be approved by the duty officer or Fire Chief.
- E. At the sole discretion of the Fire Chief, an employee utilizing sick leave benefits may be required to provide written documentation from a health care provider attesting to the necessity of sick leave.
- F. In the event that an employee is out on sick leave for more than two consecutive scheduled shifts/workdays, the employee shall be required to provide a written release from the health care provider to return to work.

- G. At the discretion of the Fire Chief, the employee may also be required to undergo a *Return to Work Evaluation* or a *Fitness for Duty Examination* through a District-appointed health care provider. In such event, the District shall cover the cost of such examination.
- H. An employee who does not have adequate hours accrued to cover necessary sick time will have the appropriate number of hours deducted from accrued vacation time to cover the difference. If the employee does not have adequate vacation time to cover this situation, the hours will be considered as time off without pay, unless it is covered through donation of hours as set forth in the policy entitled "*Medical Leave Assistance*."
- I. Sick leave shall be counted as "hours worked" for the purposes of calculation of overtime.
- J. Sick Leave Conversion Incentive -- In order to reward those employees who use minimal sick leave, there shall be an option to convert unused sick leave to vacation at a ratio of two hours of sick leave converting to one hour of vacation leave, according to the following:
- If a shift employee with 5-10 years of service has greater than 500 hours of accrued sick leave, he shall be allowed to convert up to 144 hours of sick leave (which would convert to 72 hours of vacation leave)
  - If a shift employee has greater than 10 years of service, he shall be allowed to convert up to 192 hours of sick leave (which would convert to 96 hours of vacation leave)
  - If an administrative or non-shift suppression employee with 5-10 years of service has greater than 335 sick leave hours, he shall be allowed to convert up to 96 hours of sick leave (which would convert to 48 hours of vacation leave)
  - If an administrative or non-shift suppression employee has greater than 10 years of service, he shall be allowed to convert up to 128 hours of sick leave (which would convert to 64 hours of vacation leave)
- K. Accrued sick leave shall not be paid out at termination, unless the employee retires through a District-sponsored retirement program. In such an instance, any hours in excess of 1680 for shift-suppression employees and 1125 hours for administrative or non-shift suppression employees shall be paid out at 50% of the employee's base rate of pay. (*Example: If a shift employee retires with 1700 hours, he will be paid 20 hours at 50% of his base rate of pay.*)

- L. Unacceptable patterns of sick leave use, misuse, or misrepresentation of sick leave usage shall be grounds for disciplinary action, up to and including termination.
  
- M. In the event that a suppression employee is unable to report to work or is going to be late, the employee is to personally notify the duty officer as soon as possible, and no later than two hours prior to the scheduled start time. In the event that an administrative employee is unable to report to work or is going to be late, the employee is to personally notify the immediate supervisor at least 30 minutes prior to the scheduled start time. 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 practical.

## **GROUP HEALTH/ DENTAL/VISION INSURANCE**

### **I. PURPOSE**

To assist employees and their family in providing protection in the event of a need for medical and/or dental attention.

### **II. SCOPE**

This policy applies to all full time employees who meet the eligibility guidelines below.

### **III. POLICY**

It is the policy of MFD to make available group health, dental, vision care and disability insurance benefits to full time employees and their eligible dependents, at a cost shared by the District and the employee.

### **IV. GUIDELINES**

- A. Eligibility for coverage becomes effective on the first day of full-time employment.
- B. The District shall allocate a set dollar amount each fiscal year for each employee to elect the benefits to best suit his individual needs. The employee may elect to purchase group health, dental, vision or disability insurance for himself and/or his eligible dependents.
- C. If an employee does not utilize the full allocation for insurance benefits, the District shall deposit the difference into a deferred compensation account for the employee.
- D. Coverage under the group health and dental insurance plan will end on the last day of the month in which employment terminates, or at the time one no longer meets eligibility requirements.
- E. Detailed information regarding the available plans is provided in the plan description materials, available in the Administration office. Employees are encouraged to obtain this information in order to become fully informed of the benefit provisions.

## **LIFE / ACCIDENTAL DEATH & DISMEMBERMENT / CANCER 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 MFD 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 such an event.
- 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. A detailed plan summary of each of these insurance benefits is available in the Administration Office.

## **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 MFD 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.
- 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.

## **RETIREMENT BENEFITS**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to full-time administrative personnel and suppression reserves or volunteers. Additionally, any full-time suppression employee who has previously retired from PSPRS shall be eligible for this retirement benefit.

### **III. POLICY**

It is the policy of the MFD to reward full-time administrative personnel for their service and to aid them in preparing for their retirement by providing a contribution to a deferred compensation system. Additionally, it is the policy of the MFD to reward reserves for their service and to aid them in preparing for their retirement by providing the option of participation in the Volunteer Pension Fund.

### **IV. GUIDELINES**

- A. Eligible employees become eligible for automatic participation in the deferred compensation plan upon their date of full-time employment.
- B. For eligible full-time employees, the District contributes a percentage of the employee's gross wages to the deferred compensation account. This percentage is equivalent to that which is established by PSPRS and contributed to the suppression personnel retirement fund.
- C. Reserve personnel are eligible for participation in the Volunteer Pension Fund upon their date of hire as a qualified suppression reserve.
- D. Withdrawals from either the deferred compensation fund or the Volunteer Pension Fund 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 and the Volunteer Pension Fund are administered in accordance with applicable IRS and ERISA regulations.
- F. Further details of the plans are available through the Administration office.

## 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, MFD 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 loses a job with the District, the individual may 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 MFD.
- 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 retirement system. For employees not participating in a qualified retirement system, FICA contributions are automatically deducted from each paycheck at a rate fixed by Congress. An equal sum is contributed to each employee's account by MFD. For those employees covered by the retirement system, 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 MFD.

### III. POLICY

All employees of the MFD 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 shall maintain contact with an injured employee to provide support and encouragement in the recovery process.
- D. It is the philosophy of MFD 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 may 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, except in the event of hospitalization, at which point

the payments begin immediately (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. If an employee leaves work due to a work-related illness or injury, he shall be compensated for the remainder of the shift. Any additional time that the employee takes off due to the work-related illness or injury shall initially be charged against his sick leave accrual until the Workers’ Compensation carrier either accepts or denies the claim. If the employee does not have accrued sick leave, the time off shall initially be charged against his vacation accrual. If the employee does not have any accrued sick leave or vacation, he may request donation via the medical leave assistance program, or may take the time off without pay. If the claim is accepted by Workers’ Compensation, any sick leave or vacation hours that were used shall be credited back to the employee’s leave bank. Likewise, any donated sick leave hours that were used shall be credited back to the donor.
- H. If the claim is accepted, in order to prevent an employee from suffering a loss of income due to a work related injury or illness, the District shall compensate for the difference between the employee’s normal earnings and the amount being paid by Worker’s Compensation. The employee shall receive his regular paycheck and shall then turn over his Workers’ Compensation payment to the District.
- I. 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.
- J. Under some circumstances, MFD 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.

- K. It is the philosophy of MFD 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.
- M. Upon being released to return to work following a Workers' Compensation claim, the District may require the individual to be seen by the District-designated physician for a fitness for duty examination. This shall be at the discretion of the Fire Chief.

**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 Office 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.

## **LIGHT DUTY ASSIGNMENT**

### **I. PURPOSE**

To allow an employee who has sustained an 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 MFD to allow employees to apply for a light duty assignment in the event that they are unable to perform their regular duties due to 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. Preference shall be given to light duty assignment for an employee who has suffered a work-related illness or injury.

### **IV. 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 that outlines any restrictions that must be followed.

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. Full-time 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 shall 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. The rate of pay assigned for the light duty work may be different than the employee's normal pay rate.
- G. If light duty is assigned and accepted, the employee shall be placed on a 40-hour / 5-days a week schedule with his pay rate adjusted based on the annualized salary. Vacation and sick leave accruals shall temporarily convert to the administrative rates (40-hour workweek).
- H. Light duty employees will be assigned to work under the supervision of the Fire Chief, the Duty Chief or the Office Manager until cleared back to regular duty. Employees will check in at Administration on a daily basis and will notify the manager to whom they have been assigned of any need for additional time off.

## **FAMILY AND MEDICAL LEAVE ACT**

### **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**

#### **Family Medical 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 sick and vacation 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 sick and vacation 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. Additionally, at the discretion of the Fire Chief, a suppression employee may be required to undergo a *Fitness for Duty* evaluation prior to returning to work.

## MEDICAL LEAVE ASSISTANCE PROGRAM

### I. PURPOSE

To allow individuals to assist fellow employees by donating paid sick 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 employees, within the guidelines listed below.

### III. POLICY

It is the policy of the MFD to allow employees to donate accrued sick 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 receiving employee has depleted all accrued sick leave and vacation 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, a stepchild or a child to whom the employee has been assigned guardianship.

### V. GUIDELINES

- A. If an employee is in a situation involving a serious medical situation or extreme financial hardship and has depleted his or her sick and vacation 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 sick leave hours.
- C. An employee may donate up to 48 hours of sick leave to a fellow employee per circumstance. In order to be eligible to donate, the donating employee must retain a minimum of 144 hours of sick leave for his own use.

- D. If an employee wishes to donate sick leave hours for this purpose, the employee must submit the donation in writing to the Office Manager, who shall coordinate the scheduling of the donated hours with the employee's supervisor.
- E. Sick leave 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 sick 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 sick leave donation hours shall be returned to the donors in proportion to their donation.

## **BEREAVEMENT LEAVE**

### **I. PURPOSE**

To establish guidelines for paid leave of absence for the death of a member of one's immediate family.

### **II. SCOPE**

This policy applies to all full-time employees who have completed thirty days of employment.

### **III. POLICY**

In the event of a death of a member of an employee's immediate family, he may be granted 24 hours of paid bereavement leave.

### **IV. DEFINITION**

For purposes of this policy, "immediate family" member shall include spouse, child/stepchild, sibling/step sibling, parent/stepparent, grandparent, grandchild, niece, nephew, aunt, uncle, or any such relation by marriage.

### **V. GUIDELINES**

The following guidelines shall apply to bereavement leave situations:

- A. Bereavement Leave shall not be charged against accrued vacation or sick leave.
- B. All Bereavement Leave must be approved by the Fire Chief.
- C. In the event that Bereavement Leave is granted for a death of a member of the immediate family, the leave time must begin within a week of the actual death.
- D. In the event that the employee needs additional time off beyond the allotted paid bereavement leave, additional time off may be granted at the discretion of the Fire Chief. Such time shall either be charged to vacation leave or taken as time off without pay.
- E. In the event of a death of a co-worker, bereavement leave time may be granted to allow co-workers to attend the memorial/funeral services.

## **EMERGENCY LEAVE**

### **I. PURPOSE**

To establish guidelines for time off for sudden, unexpected events that may occur which preclude the employee from requesting leave as per normal policy and procedure.

### **II. SCOPE**

This policy applies to all full-time employees who have completed thirty days of employment.

### **III. POLICY**

In the event of an unforeseen emergency situation, the Fire Chief or his designated representative may grant emergency leave which shall be charged against the employee's sick or vacation leave accrual.

### **IV. GUIDELINES**

- A. Emergency leave shall be granted at the sole discretion of the Fire Chief or his designated representative.
- B. The leave time shall be charged to accrued sick or vacation leave. In the event that the employee does not have adequate leave accrual, the time off shall be without pay.
- C. While the leave time may initially be requested and approved verbally, the employee must also follow through with a written request for the leave time. If possible, the written request shall be submitted prior to the time off; however, if this is not feasible, the employee shall submit the written request immediately upon return to work.
- D. Failure of the employee to follow up with a written request will result in the time off being without pay.

## **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 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 jury duty and the employee's regular base pay, for up to a maximum of 14 calendar days. District-related court appearances shall be similarly compensated, as noted in the Guidelines below.

### **IV. GUIDELINES**

- A. Administrative or non-shift suppression personnel are eligible to receive up to eight hours per day of jury duty compensation.
- B. Shift-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 administrative or non-shift employee is released from jury duty by the court more than two 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 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, the employee shall appear in court in the District dress uniform, unless the employee is in a position not assigned official District uniforms.

- 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 vacation accrual, or upon request from the employee, shall be taken as time off without pay.

**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 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 pay, position or service, evaluation rating, benefit 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 reserve 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, MFD 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 Payroll 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.

- F. 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 must 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.

## **PERSONAL LEAVE 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 who have completed at least twelve months of employment.

### **III. POLICY**

It is the policy of MFD 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. An employee requesting a Personal Leave shall submit the request to the immediate supervisor, who shall submit it through the chain of command for final approval from the Fire Chief.
- B. Personal Leave of Absence shall be without pay, after using all accrued vacation and if applicable, sick leave.
- C. Personal Leave may be granted to an employee for a period of up to six months. Such a leave may be granted on an individual case basis and may be granted only if the District's business operations are not severely disrupted.
- D. All paid leave benefits (sick leave, vacation, holidays) shall cease to accrue during the unpaid Personal Leave.
- E. Those insurance benefits provided by the District shall continue through the end of the calendar month in which the Personal Leave of Absence commences. Continued coverage beyond that point shall be paid through the end of the month in which the employee continues to receive paid leave time, at which point the employee shall be required to pay the entire insurance premiums, including the portion normally paid by the District.
- F. Upon completion of the Personal Leave of Absence, the District shall make every effort to place the employee 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. However, the District cannot guarantee a position upon completion of the personal leave.

- G. Personal leave of absence shall not be granted to full-time employees for purposes of other employment, including self-employment.
- H. In order to return to work, the employee shall be able to 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 Personal Leave of Absence shall not be counted toward credited service for purposes of determination of seniority within the District.

## **V. PROCEDURE**

- A. An employee requesting a Personal Leave of Absence shall submit a written request as far in advance as possible. A minimum of 30 days in advance is required for non-emergency, foreseeable events. The request for the leave shall 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 a leave is necessitated by an emergency and prior written request is not possible, the employee or a member of the immediate family shall notify the District as soon as is practical and the employee shall follow up with a written request within three working days.

## **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 MFD 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 or psychological evaluation by the District-designated physician. Pending the outcome of the medical/psychological 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, vision 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.

## EMPLOYEE ASSISTANCE PROGRAM

### I. PURPOSE

To provide employees and their families with professional counseling.

### II. SCOPE

This policy applies to all employees of the MFD.

### III. POLICY

Counseling is available to employees and their eligible dependents through the District's Employee Assistance 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. Likewise, the District shall provide volunteer Chaplain services as needed.

### IV. GUIDELINES

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

**Voluntary** – Employees and/or dependents may contact the EAP 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 EAP.

**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.

B. In the event that a supervisor believes an employee needs to 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.

- C. Confidentiality in supervisory referrals is imperative. The supervisor shall refrain from discussing the situation with anyone except the Fire Chief and his designated representative.
- D. 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.
- E. Additionally, through the services of volunteer **Chaplains**, the District may provide guidance for employees or Fire Board members. At the discretion of any officer, the Chaplain may be called out in the event of any fatality incidents, severe pediatric emergencies, mass carnage, or at the request of an employee. While the District Chaplain may be of a particular denomination, he can provide services in a non-denominational manner, or can assist the employee in contacting a clergy member of their choosing.

## 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 full-time employees of the MFD. 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 employees who have successfully completed their initial probationary period.

### III. POLICY

It is the policy of MFD 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***

- A. Employees wishing to enroll in job-related seminars or training courses shall submit a request for approval through his chain of command to the Fire Chief and the Training Officer at least ten days prior to the class date.
- B. The Fire Chief and Training Officer 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 an out-of-town course, related travel and per diem expenses may be covered according to the policy entitled "Travel/Per Diem Reimbursement." All pre-approved expenditures shall be reimbursed upon submission of receipts in accordance with the Standard Operating Guidelines.
- 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 will be

compensable. If it is not District-mandated, payment for hours in attendance will be at the discretion of the Fire Chief and Training Officer.

- E. In the event of a voluntary training class, the Fire Chief has the discretion to allow up to 72 hours per class of Educational Leave. If granted educational leave, the employee shall be given the time to attend the class and shall not be required to use vacation leave or take the time off without pay.
- F. 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 vacation leave or shift trades to alter his work schedule to attend the course.
- G. 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.
- H. 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***

- I. Reimbursement for college 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.
- J. Employees who are working toward completion of an Associate's Degree are eligible for tuition reimbursement up to \$600 per fiscal year. Employees who are working toward completion of a Bachelor's Degree at a four-year university are eligible for tuition reimbursement up to \$1200 per fiscal year.
- K. If an employee has completed a Bachelor's Degree and wishes to pursue an advance degree, he may submit a written request for tuition reimbursement. The request will be considered on an individual case basis, and will require a financial contract between the employee and the District.
- L. 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 with a grade of "A," "B," or "Pass"

shall entitle the employee to reimbursement of the tuition for the college courses.

- M. There shall be no reimbursement for books, lab fees, course materials, parking fees, registration/application fees, and transcript or graduation fees.
- N. 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 in the case of an administrative employee, making arrangements with the supervisor to flex the work hours.

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

- O. MFD supports employees in their pursuit of paramedic certification. Tuition for paramedic classes *may* be paid by the District for an employee who receives pre-approval by the Fire Chief, subject to budgetary constraints. In the event that such approval and acceptance into the program have been obtained, the time in class shall not be compensable. Thus, the employee shall be responsible for arranging to take time off through vacation, shift trade or leave without pay.
- P. In the event that the employee does not pass the certification program for any reason, he shall be required to reimburse the District for the cost of the tuition.
- Q. In the event the individual leaves the employ of the District for any reason within two years of certification as a paramedic, he shall be required to reimburse the District a portion of the cost, up to 100%, of the tuition paid for the paramedic training. This reimbursement shall be based on a sliding scale, as per the Scholarship Agreement signed by the employee.
- R. If the State of Arizona or a licensing authority mandates a seminar or training course in order to *maintain* certification (e.g. state requirements for continuing education for Certified Emergency Paramedic), the District shall cover the costs of the course. The District shall provide coverage for the employee to attend the recertification class during the employee's regularly scheduled shift; hours to attend class outside of one's scheduled shift shall not be compensable. If the District offers the recertification training in-house, and the employee elects to attend the training elsewhere, the District will not pay for the employee to attend.

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

- S. **Voluntary** – If an employee voluntarily leaves MFD, the amount of any educational assistance or tuition reimbursement (other than paramedic certification training) 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.
- T. No educational assistance will be paid after the date of termination even though a course may have been previously approved.
- U. **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.
- V. **Repayment** – A terminating employee who is required to repay educational assistance money as outlined above must make payment arrangements with the Office 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 and/or any of the employee's remaining vacation hours. Should the amount of the employee's final paycheck or vacation check 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.

## 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 Mayer Fire District.

### III. 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.

### IV. GUIDELINES

- A. Any employee who is authorized to travel outside of the District and requires overnight lodging shall be granted lodging expenses according to a daily rate as approved by the Fire Chief.
- B. Per Diem travel allowance shall be granted to any employee required to travel outside of the District, according to the amount approved annually by the Fire Board.
- C. 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.
- D. 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 mileage rate set forth by the IRS. 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.
- E. In order to receive travel reimbursement, the employee shall submit receipts with the *Travel Reimbursement* form.