

INTRODUCTION TO THE HUMAN RESOURCE POLICY MANUAL

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

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

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

GUIDELINES

- 1) These policies are issued by the authority of the Board of Directors of the Sonoita-Elgin Fire District, who has delegated the authority to administer these policies to the Fire Chief.
- 2) The Board of Directors recognizes the importance of the Chain of Command and is therefore committed to allowing the Fire Chief to administer these policies without involvement from members of the Board.
- 3) The Board of Directors shall have the authority to adopt, amend or repeal these Human Resource Policies. The Fire Chief may submit recommendations for such action to the Board of Directors.
- 4) Additionally, the Fire Chief has the authority to adopt and administer Standard Operating Procedures that are supplementary to, but not inconsistent with, the policies set forth in this manual.
- 5) Each supervisor shall have a copy of the Human Resource Policy Manual available for use by any member. Additionally, the manual may be available on the computer in the station.
- 6) Questions concerning policy interpretation and application shall first be directed to the immediate supervisor. Further assistance in clarification of policy or resolution of a policy concern shall be referred to the Fire Chief.
- 7) This manual is provided for both paid and volunteer members of the District. The term "member" includes both paid and volunteer staff. The individual policies within the manual shall stipulate any appropriate differences between the two classifications.

- 8) For purposes of simplification, the Sonoita-Elgin Fire District may be referred to within this manual as “SEFD” or as “the District.” Additionally, the Board of Directors may be referred to as “the Board” or “the Fire District Board.”
- 9) It is the duty of all members 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 member to ensure that when referencing the manual, it is verified to be the most current version.
- 10) The SEFD Human Resource Policy Manual is a copyrighted document and shall not be used, copied, or distributed to any individual or agency for any purpose other than its internal use at SEFD.

DISTRICT MISSION

I. PURPOSE

To define the mission of the Sonoita-Elgin Fire District, which shall guide how the District operates.

II. SCOPE

This policy applies to all members of the District.

III. POLICY

It is the policy of the SEFD to adopt a mission statement and be guided by practices and policies to support our mission.

IV. MISSION STATEMENT

The mission of the Sonoita-Elgin Fire District is to provide the members of our District with high quality fire, rescue, prevention and emergency medical services.

EMPLOYMENT-AT-WILL

I. PURPOSE

To establish the nature of the volunteer/employment relationship between the Sonoita-Elgin Fire District and its' members.

II. SCOPE

This policy applies to all members of the District, both paid and volunteer, with the exception of the Fire Chief, who has an employment contract with the Board.

III. POLICY

It is the policy of Sonoita-Elgin Fire District that members are employed at the will of the District for an indefinite period. By virtue of this policy, it is understood that one's employment, whether paid or volunteer, may terminate at any time at the will of the District or at the will of the member, with or without cause, without liability, and with or without notice.

IV. GUIDELINES:

- A. Only the Fire District Board is authorized to modify this policy or to enter into any agreement contrary to this policy.
- B. The Employment-At-Will policy shall not be modified by any oral statements, statements contained in this manual or any other employment-related documents. No actions or documents shall create an express or implied contract of employment for any definite period of time or for any terms or conditions of employment.
- C. Successful completion of any probationary period or the first or subsequent performance evaluation periods shall not impact one's status as an at-will member.
- D. Under the terms of employment-at-will, nothing contained in this manual or other member-related documents shall restrict the District's right to change the terms or conditions of paid or volunteer employment or to terminate a member, with or without cause.

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

EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

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

II. SCOPE

This policy applies to all applicants for paid or volunteer employment and to all members of the District while on the job or during District-related activities.

III. POLICY

The SEFD shall maintain a policy of nondiscrimination with regard to all members and applicants for paid or volunteer employment. The District prohibits discrimination or bias because of race, color, religion, sex, age, national origin, disability or any basis prohibited by statute. All aspects of paid or volunteer employment, including recruitment, advertising, application procedures, hiring, length of service, firing, advancement, compensation, benefits, training, and other terms, conditions and privileges of paid or volunteer employment shall be governed on the basis of merit, competence, and qualifications. The District is the final judge of the suitability of all candidates for paid or volunteer 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 recruitment, advertising, application procedures, hiring, length of service, firing, advancement, compensation, benefits, training, and other terms, conditions, and privileges of paid or volunteer employment.

Any individual with a qualifying disability may make a request for reasonable accommodation to the Fire Chief. Upon receipt of such request, a meeting will be held to discuss and determine the feasibility of the accommodation request.

IV. COMPLAINT PROCEDURE

Any members or job applicants who feels they have been treated unfairly, or discriminated against in any way, or are aware of the possibility that someone else has been discriminated against, shall notify a District representative via one of the following options:

- A. The member's immediate supervisor, or
- B. The Administrative Assistant, or
- C. 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 at all possible. If the Fire Chief is not immediately available, the person receiving the complaint shall report it at the earliest possible time.

If the complaint is against the Fire Chief, the complaint shall be forwarded to the Chairman of the Fire District Board of Directors.

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 conversation.

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

If a member is found to have made a false and pretentious complaint of discrimination or deliberately provided false information during an investigation, the member shall be subject to disciplinary action, up to and including termination of paid or volunteer employment.

RECRUITMENT AND SELECTION OF VOLUNTEER MEMBERS

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 **volunteer** positions within the District.

III. POLICY

Based upon the ongoing need for volunteer firefighters and emergency medical personnel to serve the District, the District accepts applications for volunteer positions on an ongoing basis. Upon receipt of an application, the Fire Chief or his designated representative(s) shall conduct an assessment to determine whether or not the person meets the necessary qualifications, without regard to race, sex, color, age, national origin, religious affiliations or disability.

IV. GUIDELINES AND PROCEDURES

- A. All external applicants shall be required to complete and submit an application form in order to be considered for volunteer employment. The Fire Chief or his designated representative shall screen incoming applications to identify candidate qualifications. Along with the application form, the individual shall be required to submit a 39-month driving record provided by the Arizona Motor Vehicle Department.
- B. The Fire Chief or his designated representative shall accept applications for volunteers on an ongoing basis. The Fire Chief shall give final approval to the minimum requirements established for any position, on the premise that circumstances may at times drive some variation in the specific requirements for a particular position.
- C. Based upon the hiring needs, the Fire Chief or his designated representative may evaluate any application received by the District to determine suitability for volunteer employment.
- D. All applicants shall be notified of their approval or rejection for participation in the selection process. Those applicants approved for the selection process shall receive notification of the date, time, place, and conditions of the interview and/or applicable testing.

- E. 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 for the position;
 - 2. Falsification of information or material omission of information in the application process;
 - 3. Failure to successfully pass a background review, including but not limited to motor vehicle records and criminal conviction history;
 - 4. Prior volunteer employment status with SEFD that resulted in a status of ineligibility for rehire.

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

- G. All components of the pre-employment selection process shall be job-related so as to assess the candidate's ability and suitability to meet the job requirements.

- H. The Fire Chief or his designated representative shall conduct background investigations and reference checks on all potential applicants prior to any offers of volunteer 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. Additionally, as per state statute, all members shall be required to be fingerprinted for submission to the state.

- I. Although prior criminal convictions shall not automatically disqualify an applicant for volunteer employment, a background investigation shall be thoroughly reviewed, and the Fire Chief shall make an appropriate determination on an individual case basis.

New Member Requirements

- J. Prior to being accepted as a volunteer member, the applicant shall be required to attend and observe at least three consecutive drills.

- K. New fire suppression members are required to be certified as Firefighter I & II or Emergency Medical Technician – Basic Certified. Upon hire, the member shall attend the next available Arizona Department of Health Services approved training school as needed to complete required Fire/EMS certifications. Failure to successfully

complete the approved school shall result in termination from the District.

- L. Members shall be required to possess a current, valid Arizona Driver's License Class "D" or greater. Upon hire, the member shall be given a driving skills test on the appropriate District vehicle.
- M. Any member who does not wish to drive District apparatus shall notify the District in writing; such notification shall be placed in the member's personnel file.
- N. On or before the new member's first day of volunteer employment, all necessary new hire paperwork shall be completed. At such time, the member shall be required to comply with the provisions of the policy entitled "Immigration Reform and Control Act (IRCA) of 1986." Additionally, volunteers shall be subject to fingerprinting.
- O. All members 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.

RECRUITMENT AND SELECTION OF PAID MEMBERS

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 **paid** positions within the District's Classification Plan, as adopted by the Board of Directors, with the exception of the position of Fire Chief. The Board of Directors has the authority under the Arizona Revised Statutes 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 or internal transfer requests. If an eligibility list does not already exist, a promotional examination process shall 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. In the event of a need to hire for a position which is particularly difficult to fill, the Fire Chief has the discretion to work outside these typical recruitment and selection guidelines if a candidate with the special requisite skills is available for hire. In such instance, the Fire Chief shall notify the Fire Board of Directors of his intent prior to final selection.
- E. Public notice of all position announcements and entry-level examinations for initial employment with the District shall be published in the Administration Office and at the station. 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.
- F. Announcements shall include the following information:
 - 1. Title of the position
 - 2. Essential duties and responsibilities
 - 3. Salary range
 - 4. Minimum qualifications
 - 5. Application procedure, including the final date for filing application

Upon receipt of all applications, all applicants will then receive a description of the examination process.

APPLICATION PROCESS

- G. 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. All internal applicants for transfer and/or promotional positions shall be required to submit a written memo of interest to apply for another position within the District. Additionally, all applicants shall be required to provide copies of educational transcripts, copies of certificates/degrees, and other required documentation set forth in the job announcement.
- H. 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.

- I. 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 (paid or volunteer) with SEFD that resulted in a status of ineligibility for rehire.

EXAMINATION PROCESS

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

- Q. Internal examination processes may include any of the following components: review of minimum qualifications, written examination, practical skills evaluation, assessment center, oral interview, review of job performance and attendance.

EXAMINATION SCORING

- R. The minimum passing score for all examinations shall be determined by the Fire Chief. Failure of any portion of the examination process may be grounds for failure of the entire examination process. Minimum passing scores shall be determined prior to the administration of the examination process.
- S. 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.
- T. For purposes of an initial hiring, 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.
- U. Additionally, for purposes of an initial hiring, 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

- V. Those applicants who successfully pass the examination process shall be placed on a posted alphabetical eligibility list. The Fire Chief shall maintain a confidential ranking of this list, based upon

the order of the final examination grades. If two or more candidates have the same final grade, they shall be ranked in order of their scores in that portion of the examination that was more heavily weighted. Preparation of the eligible list shall be carried out according to the policy entitled "Employment Eligibility Lists." In the case of internal candidates, if a tied score remains, the candidate with the greater seniority in the current position shall be ranked ahead of the other. In the case of external candidates, if a tied score remains, the candidates shall be ranked in alphabetical order.

- W. In the event that the examination process does not yield an eligibility list or a successful candidate, the Fire Chief or his designated representative shall either repeat the process or in the case of an internal examination, open the process to outside applicants.

ADDITIONAL SELECTION PROCESSES

- X. 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.
- Y. Although prior criminal convictions shall not automatically disqualify an applicant for employment, a background investigation shall be thoroughly reviewed and the Fire Chief shall make an appropriate determination on an individual case basis. Consideration regarding past criminal convictions shall be at the sole discretion of the Fire Chief.
- Z. The Fire Chief may use the Rule of Three in selecting the final candidate for the position from the eligibility list. Thus, the Fire Chief may use his discretion in identifying the best candidate from any of the top three candidates on the Eligibility List. In the event that a candidate is passed over, the Fire Chief shall provide notice to the candidate outlining the reasons for the selection.
- AA. New hire job offers shall be extended contingent upon successful completion of a medical/physical/psychological examination and a drug screening. If the examination determines that the individual does not successfully pass these examinations, the offer shall be withdrawn.

- BB. On or before the new member's first day of employment, all necessary new hire paperwork shall be completed. At such time, the member shall be required to comply with the provisions of the policy entitled "Immigration Reform and Control Act (IRCA) of 1986." Additionally, members shall be subject to fingerprinting in accordance with state statute.
- CC. All members 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.
- DD. New members 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 Training Officer.

NOTICES AND REVIEW OF EMPLOYMENT EXAMINATION RECORDS

I. PURPOSE

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

II. SCOPE

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

III. POLICY

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

- E. All applications and examination results records shall be maintained for the life of the employment list. Upon expiration of the examination review/protest period, the examination materials (questionnaire booklets and answer sheets) may be destroyed if required by the testing company.

EMPLOYMENT ELIGIBILITY LISTS

I. PURPOSE

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

II. SCOPE

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

III. POLICY

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

IV. GUIDELINES

- A. Within five working days after completion of the examination process, including the review period, the names of successful candidates shall be placed on a ranked eligibility list, based upon the candidates' final grades, with the highest grade placing first on the list and following in descending order.
- B. An eligibility list for the position of entry level firefighter shall remain in effect for a period of up to 12 months from the date of certification of the list; a new test shall be administered every 12 months or on an as needed basis. An eligibility list for any other suppression position shall remain in effect for a period of up to 24 months from the date of certification of the list; a new test shall be administered every 24 months or on an as needed basis.
- C. In the event of a layoff, a member who has been placed on layoff status shall be placed at the top of the eligibility list for their designated classification.
- D. At the discretion of the Fire Chief, an eligibility list may be extended for an additional period not to exceed 12 months from the date of expiration.
- E. In the event that an eligibility list has only one name more than the number of position vacancies, the Fire Chief or designated representative may elect to order a new examination process in order to certify a new list.

- F. An individual's name may be removed from an eligibility list in the following circumstances:
1. If the eligible applicant fails to respond within five working days after receipt of a registered letter advising of selection for employment.
 2. At the eligible applicant's written request.
 3. If the eligible applicant has refused a job offer from the list on two separate occasions.
 4. If the applicant is rejected according to Guideline IV – Application Process “H” of the Recruitment and Selection policy.
 5. Failure to maintain good standing in their existing employment with SEFD.
- F. Those applicants on an eligibility list shall be responsible for notifying the District's Administration Office of any change in address or availability so as to be able to receive notification of appointment.

TEMPORARY / ACTING APPOINTMENTS

I. PURPOSE

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

II. SCOPE

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

III. POLICY

In order to meet a non-regular employment need, a member may be appointed to a position of higher rank on an acting basis or to a temporary assignment. In such event, the member'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 Board of Directors 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 designated representative may appoint a member to a *temporary assignment*. Any adjustments to the member'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, as determined by the Fire Chief or designated representative. In the event of a need to fill a firefighter position on a temporary basis, the Fire Chief may appoint a qualified reserve. Shift vacancies shall not automatically require that a member be designated in the acting role. Such determination shall be made by the Fire Chief or designated representative.
- D. In the event a member is off duty or serving in a temporary appointment, the Fire Chief or designated appointing authority may authorize another member to serve in an acting appointment role.

- E. Unless otherwise designated, any member serving in a temporary or acting appointment shall have all the authority and responsibilities for the assumed position.
- F. If at the time of an acting appointment, the duration of the assignment is known to be in excess of two pay periods, the member's base rate of pay shall be immediately increased in the same manner specified for a regular promotion. However, if duration of the appointment is unknown or determined to be for less than two consecutive pay periods, there shall be no adjustment to the rate of pay. At such point that the appointment goes beyond two consecutive pay periods, the member's base rate of pay shall then be increased in the same manner specified for a regular promotion and paid retroactively to the date of the assignment. Any incentive pay or benefits normally received by the member shall not be affected by the temporary or acting appointment.
- G. If foreseeable, the length of the appointment shall be specified at the time of the appointment and shall not be for more than six months, unless renewed by the Fire Chief. The length of the appointment may be adjusted according to operating needs. The Fire Chief shall advise the Board of Directors of such extension.
- H. Upon completion of the designated time of appointment, the individual shall:
 - 1. Be returned to the previous position and salary, or
 - 2. Have the special appointment extended for another specified time period, or
 - 3. Via the promotional process, be promoted to the position in which the individual has 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 of other members.

II. SCOPE

This policy applies to all paid members of the District.

III. POLICY

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

IV. DEFINITION

Relatives are defined as a member's spouse or domestic partner, or anyone within the following relationships, either with the member or the member'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 for the same immediate supervisor.
- B. Relatives may not regularly be assigned to the same shift schedule.
- C. Relatives may not directly supervise their employed relatives.
- D. No elected official of the District shall appoint or vote for the appointment of a relative, as defined above.
- E. If, during the course of employment, two members 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 (volunteer or paid) by the SEFD have been reviewed and approved as regulated by the Immigration Reform Control Act of 1986 (IRCA).

II. SCOPE

This policy applies to all members of the District and begins on their first day of paid or volunteer employment.

III. POLICY

Any new member 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 volunteer employment, or employment may not commence.

IV. DOCUMENTATION

All members 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 member shall complete the member portion of the Employment Eligibility Verification Form (INS I-9), attesting to the member'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 individual has presented original documents attesting to the individual's identity and verifying that the individual is authorized to work in the United States. The Fire Chief or his designated representative shall follow the legally required procedure to verify the individual's social security number.
- C. The District representative shall not photocopy documents, but rather shall only examine the documents and shall accept such documents provided that the authenticity of such documents appears intact.
- D. If the individual is unable to provide appropriate documentation, the Fire Chief shall provide notification that the individual is no longer eligible for employment with SEFD.

- E. All I-9 forms are to be maintained in a central file in the Administration Office, separate from member personnel files. I-9 forms shall be maintained in the file for a minimum of three years from the date of hire and for a least one year beyond the date of the member's termination, whichever is the longer period.

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

II. SCOPE

This policy applies to new **paid** members of the District, and to newly promoted paid members.

III. POLICY

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

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

IV. GUIDELINES

- A. The probationary period for newly hired or promoted members shall be twelve months.
- B. During the *initial* probationary period, the member shall receive informal performance evaluations from the supervisor on a monthly basis for the first three months, then quarterly thereafter.

All newly hired or newly promoted members shall receive a formal, written evaluation after six months and at the end of the twelve month probationary period.

- C. Upon satisfactory completion of the probationary period, members may move to regular status and are then subject to the annual performance review process.
- D. If, during the course of the *initial* probationary period, the supervisor determines that the member is not suitable for the job, the member may be informed that employment is being terminated during the

probationary period. Any such decisions 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 probation and shall not be considered a dismissal for cause, nor shall it be subject to any rights of appeal.

- E. If during the course of the *promotional* probationary period, it is determined that the probationary period is unsuccessful, the member may be returned to the position formerly held, if available, without a right of appeal.
- F. Upon failure of any portion of the probationary requirements, as determined by a member's supervisor and with the approval of the Fire Chief, a member's probation may be extended for a period of up to an additional six months for the purpose of further evaluation. In such a case, the member shall receive a minimum of two written performance evaluations during the six-month extension.
- G. In the event that a probationary member is off of work for a period exceeding 30 calendar days, the probationary period shall be automatically extended for a period of time equal to the period of absence.
- H. Any member who is within the *initial* probationary period shall not be entitled to grievance/appeals processes. This does not preclude a probationary member from filing a complaint of discrimination or harassment.
- I. Successful completion of the probationary period in no way implies or guarantees employment with the District, nor does it affect the "at-will" status of employment with the District. The District maintains the right to terminate any member within the probationary period or thereafter without needing to give cause or justification for the termination.

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 paid and volunteer members of the District.

III. POLICY

It is the policy of the District to maintain all personnel files according to all Federal and State recordkeeping 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. A member'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 member files received from outside the District, including requests for references on former members, shall be directed to the Fire Chief or a designated representative.

Note: Supervisors may provide letters of references for current or former members. 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

- eligibility for rehire

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 member or former member, wage 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 individual's personnel file.
- C. **References with Written Approval** – With written approval from the current or former member, wage/stipend, job chronology, and performance information may be released in writing only.
- D. **Examination of a Personnel File** – Inspection of a member's personnel file may be accomplished at reasonable times during office hours under the following conditions:
1. **Member** – Upon request by a member and in the presence of the Fire Chief or his designated representative, the individual may inspect the personnel file. Members have the right to obtain copies of any documents in the file.
 2. **Government Inquiries** – The District shall cooperate with Federal, State and local governmental agencies investigating a member 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.
 3. **Supervisor** -- A supervisor shall be allowed to review any performance related documents contained in the personnel file of a member under his supervision.
- E. **Public Records Request** -- In the event that the District receives a public records request for documents from a member's personnel file, the Fire Chief or his designated representative may contact the District's legal counsel for guidance in complying with applicable statutory requirements. Some documents from personnel files may be subject to the public records laws. In the event that copies of documents from a member's file have been requested, the Fire Chief shall notify the member prior to the release of the documents.

- F. **File Retention** – The permanent or “central” file containing all member information shall be maintained in the Administration Office. Originals of personnel records shall be maintained in the Administration Office for a period of seven years after a member’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 a member transfer.
- G. **Medical Files** – All medical files shall be maintained separate from the 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, 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. Members may examine their medical files if supervised by one of the above mentioned officers.
 3. **Release of Information** – Medical information shall be released only upon written authorization of the individual or upon proper request from other persons or agencies who have legal rights to the information.
 4. **Retention** – Medical files shall be maintained for thirty years after the member’s separation date, unless the member separates employment within the first year, at which point the medical file shall be released to the member.

TERMINATION OF EMPLOYMENT

I. PURPOSE

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

II. SCOPE

This policy applies to all paid and volunteer members of the District.

III. POLICY

Termination of paid or volunteer employment occurs when an individual is permanently separated from paid or volunteer employment at SEFD for any of the following reasons: voluntary resignation, dismissal, retirement, layoff or death.

IV. DEFINITIONS

- A. **Voluntary Resignation** – when an individual chooses to terminate paid or volunteer 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 may include qualification for benefits under the Public Safety Personnel Retirement System, the Arizona State Retirement System, or the Volunteer Pension Fund Retirement System.
- D. **Layoff** – a District-initiated action taken if it is deemed necessary to reduce staffing levels.

V. GUIDELINES

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

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

- C. Any termination (dismissal) initiated by the District shall be approved in advance by the Fire Chief.
- D. In the event of a District-initiated termination (**dismissal**), final payment of wages/stipends shall be paid to the member within seven working days or on the next regularly scheduled payday, whichever is sooner. Further guidelines regarding dismissal are included in the policy entitled "Disciplinary Action," in the Member Relations section of this manual.
- E. In the event that circumstances were to require a reduction in the workforce, a **layoff** shall occur. As per the policy regarding Employment Eligibility Lists, the member on layoff status shall be placed at the top of the eligibility list.
- F. In the event of a **voluntary resignation**, final payment of wages or stipends shall be paid to the member on the next regularly scheduled payday.
- G. Provisions for a member's **retirement** are set forth by the guidelines of the governing retirement system. In the event of a retirement, final payment of wages/stipends shall be paid on the next regularly scheduled payday.
- H. Members who leave the District in good standing may be considered for future re-employment. Members who resign without adequate notice or who are dismissed for unsatisfactory performance or conduct generally shall not be considered for re-employment. Exceptions may be made at the sole discretion of the Fire Chief.
- I. Upon termination, the member shall be required to return any property belonging to the District (see Guideline VI.D below). If any District property in the member's possession has been lost or damaged, the cost of replacing such property may be deducted from the member's final paycheck. In such event, the amount shall not reduce the paid member's earnings for the final pay period below the current minimum wage. Members shall be responsible for making arrangements with the Fire Chief for repayment of any amounts that remain due.

- J. The termination date shall be the last day worked by the member. An exception to this would be if a member does not return from a leave of absence, at which point the termination date shall be the date the member notifies the District of such intention.
- K. In the unfortunate event of a death of a member, the Fire Chief or his designated representative shall be responsible for initiating the disbursement of all wages/stipends and benefits due.
- L. A paid member who is separating from employment with the District and permanently separating from PSPRS-covered employment shall have the member's own PSPRS contribution refunded effective the date of termination. If the member has more than five years of PSPRS covered service, a request may be made to have the member's contributions remain on deposit. Such payments shall be made directly by PSPRS, not SEFD.

VI. PROCEDURES FOR TERMINATION

- A. A member who is terminating employment shall provide written notification to the supervisor, who shall immediately forward such notice to the Fire Chief in order to allow for timely processing of termination related actions.
- B. The supervisor may facilitate scheduling of a meeting with the member and the Fire Chief to make final pay arrangements, terminate member benefits, etc.
- C. The supervisor may schedule a meeting with the member and the Fire Chief or his designated representative for an exit interview, as outlined in the policy entitled "Exit Interviews."
- D. On the member's last day, the supervisor shall collect all of the equipment/property/uniforms/badges/keys that have been issued to the member and turn them in to the Fire Chief, who will review the personnel file to verify what the member has been issued. Any items not returned shall be documented.
- E. Upon completion of the member's final day of work, the final timesheet shall be completed and turned in to the Administration Office for processing of the final paycheck.

REDUCTION IN 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 paid positions within the District, with the exception of the Fire Chief.

III. POLICY

It is the policy of the SEFD 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, 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 members or contract workers, minimizing overtime hours, modifying/reducing work schedules, implementing a hiring freeze, reducing wages/benefits, reorganizing the workforce, allowing voluntary demotions or retirements, or providing incentives for retirements.
- B. If it is determined that a personnel layoff is necessary, all paid 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, with input from staff, shall determine the position classifications to be reduced in response to the reduction-in-force

order. Final approval by the Fire Board of the affected classifications and numbers shall be required.

D. **Layoff Selection Process** -- The Fire Chief may determine that a particular classification, program function, status, or member 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 members
 - b. Part-time members
 - c. Initial probationary members
 - d. Full-time non-probationary members
2. Within each of the four classifications of members listed in Guideline D-1 above, layoffs shall be based upon performance, rank, certifications, and tenure. The Fire Chief shall determine a scoring system that will incorporate the above listed factors in determining the order of personnel to be laid off.

E. If as a result of the layoff process, a member is demoted to a lower rank, the member's pay shall be reduced to the appropriate step within the lower rank.

F. If it is determined that a reduction in workforce is necessary, SEFD 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 members 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. Members 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 member's central personnel file.

H. Upon final determination concerning the layoffs, the affected members shall be notified via written memorandum by the Fire Chief. The termination date shall not be effective until after 14 days of receiving the notice. A copy of the written notification of termination shall be placed in the member's central personnel file.

I. The District shall determine if the affected member is to work for the duration of the 14 day notice, or if the member shall be laid

off immediately and paid for the 14 day notice period. If it is determined that the member shall be laid off immediately and paid for the 14 day notice period, the member shall receive regular bi-weekly paychecks until the payment obligation of the 14-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 a member believes there was a procedural error or alleged discrimination in application of this policy, the member may follow the grievance process set forth in the manual (see policy entitled: *Grievance Rights*).
- K. In the event of any member being laid off, all termination procedures shall be followed in accordance with policy. Final payment of wages, including PTO pay, shall be paid within seven days or on the next scheduled pay day, whichever is sooner.
- L. In the event of a reduction in force, affected members shall be provided with all appropriate post employment benefits as set forth by law and/or by SEFD policy.
- 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, members laid off due to the reduction in force shall be recalled in the reverse order of layoff to vacancies for which the member qualifies.
- N. Members on layoff status shall be placed on a District recall list and shall be eligible for recall for up to 12 months or until the District determines that the layoff is permanent, whichever occurs first. Following the 12 month period, members shall no longer be eligible for recall and the layoff shall be considered permanent.
- O. Members 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 a member is called back from layoff status, reinstatement may only occur if all certifications are current.
- Q. Recall shall be made first by phone contact, and then via a follow-up in the form of a certified letter. Failure to respond within 14 calendar days will remove the member from the recall list and the member shall no longer have recall rights.
- R. If a member is recalled to the former position within the 12-month

period, the member shall be compensated at the assigned wage-scale step when the layoff occurred. If the recall places the member in a lower level position than previously occupied, the member shall be placed at the appropriate step in the lower level position.

- S. Members 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 for which members leave the District, to provide an opportunity for the airing of concerns that have not been resolved, and to solicit constructive criticism that may be helpful in improving the District.

II. SCOPE

This policy applies to all members of the District.

III. POLICY

Prior to the end of the last day of work for the District, an Exit Interview shall be offered with the Fire Chief or his designated representative.

IV. PROCEDURE GUIDELINES

- A. Supervisors shall refer terminating members to the Fire Chief or his designated representative for an Exit Interview.
- B. The Exit Interview may cover, but not be limited to, the member's comments regarding the following points:
 - 1. Job duties
 - 2. Quality of supervision
 - 3. District policies, procedures and practices
 - 4. Working conditions
 - 5. Wages or stipends and benefits
- C. The member shall be asked to sign the Exit Interview form.
- D. In the event that a terminating member has concerns regarding the Fire Chief, the member may also request to have an Exit Interview with the Chairman of the Board.

PHYSICAL EXAMINATIONS / FITNESS FOR DUTY

I. PURPOSE

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

II. SCOPE

This policy applies to all prospective and current paid suppression members.

III. POLICY

It is the policy of SEFD to require physical fitness-for-duty examinations for all paid suppression members prior to employment and annually thereafter in order to ensure that such members are physically capable of fulfilling the essential functions of the position to which they are assigned, assuming that the funds have been budgeted for such examinations.

IV. GUIDELINES

- A. All job offers to potential paid suppression members shall be made contingent upon the applicant passing a physical fitness-for-duty examination.
- B. The potential member shall be required to undergo a physical fitness-for-duty examination with the District's designated medical provider.
- C. In the event the individual does not pass the physical fitness-for-duty examination, the offer of employment shall be withdrawn.
- D. In order to ensure the physical standards continue to be met, all suppression members shall be required to undergo annual physical fitness-for-duty examinations.
- E. The results of the physical fitness-for-duty examination shall be maintained in the member's medical file, as per the policy entitled "Personnel Records."
- F. In the event that it is determined that the member has not passed and is unable to meet the physical requirements of the current position, the member shall be immediately relieved of duty without pay. The member shall be allowed to use any accrued leave; if the leave accrual is depleted, the time off shall be without pay.

Additionally, the Fire Chief shall consult with the District's designated medical provider to determine if any feasible measures are available to return the member 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 member to meet the physical requirements of the job.

- G. In the event the member does not pass the annual fitness-for-duty examination, the member has the option to seek a second medical examination from a physician of his choosing. The member shall bear the costs of such examination. If the opinion of the personal physician differs from that of the District physician, a third opinion may be sought. The cost of this third medical opinion will be shared equally by the member and the District. The three consulting physicians shall confer and determine a consensus opinion on the fitness for duty status.
- H. If it is determined that it is not feasible for the member to return to a fit-for-duty status in a reasonable timeframe, the member shall be terminated. In the case of a paid member, the medical opinion shall then be submitted to the department pension system advisory panel for further action.
- I. If a non-suppression position is available and the member meets the minimum requirements, the member *may* be offered the opportunity to interview for such a position.
- J. In order to ensure that a member is fit for duty, all members shall be required to report the use of any medications (prescription or over-the-counter), including medical marijuana that could produce a side effect that may cause impairment or may alter the member's ability to perform the job in a safe manner. This information shall be reported to the Fire Chief, who shall forward the information to the District physician for determination of fitness-for-duty status. *(See policy entitled: Drug and Alcohol Testing)*

PREGNANCY AND PREGNANCY-RELATED MEDICAL CONDITIONS

I. PURPOSE

To ensure that pregnant members are provided protections as afforded by law during and subsequent to the pregnancy.

II. SCOPE

This policy applies to all members.

III. POLICY

It is the policy of the SEFD to provide equal employment opportunity to all members; accordingly, no member who is pregnant shall be discriminated against based on the pregnancy, childbirth, or any pregnancy-related medical condition, including lactation. Furthermore, it is the policy of the District to ensure that the needs of affected members are properly protected as set forth by the Pregnancy Discrimination Act and the Patient Protection and Affordable Care Act.

IV. GUIDELINES

- A. A pregnant member assigned to a fire suppression position shall report her pregnancy to the District at such time that she believes that remaining in such a position may pose a potential safety risk to herself, her fetus, other members of the crew, or the public we serve. At such time that the member reports the pregnancy, she shall be offered an opportunity for a voluntary transfer to an alternate position with comparable pay and benefits.
- B. A pregnant member assigned to any non-suppression position who believes that fulfilling any of her regular duties may pose a potential safety risk to herself or her fetus, shall provide medical documentation from her health care provider attesting to such risk. The employee shall be offered an opportunity for either modified duties or a voluntary transfer to an alternate position with comparable pay and benefits.
- C. If a pregnant member has elected to remain in her normally assigned position, and the Fire Chief has concerns that the member is incapable of performing the duties of the position, the District may opt to send the member for a fitness-for-duty examination by the District-designated physician.

- D. In the event a pregnant suppression member continues to work in the suppression position, she shall continue to be required to wear the specified uniform and all personal protective equipment. *Standard personal protective equipment is not designed to protect the fetus. The personal protective equipment fitted pre-pregnancy may not offer the same level of protection during the pregnancy. (NFPA 1582, Annex E, 2012)*
- E. At the time of childbirth, or at any time prior to childbirth that the member's health care provider determines that she is no longer able to work in any capacity, the employee shall be subject to any applicable SEFD leave benefits for which she is eligible.

Reassignment to Alternate Position

- F. When it is determined that the pregnant suppression member is no longer able to fulfill her normal duties, assignment to an alternate non-suppression position shall be made by the Fire Chief or his designated representative. Decisions regarding the alternate position to which the employee shall be assigned shall be at the sole discretion of the District, taking into consideration any restrictions or limitations noted by the member's health care provider.
- G. In the event that a pregnant suppression member is assigned to an alternate non-suppression position, the member shall be placed on a 40-hour work schedule (unless otherwise limited by the health care provider) with her hourly pay rate adjusted based on the annualized salary to ensure comparable earnings. Additionally, leave accruals shall convert to the administrative rates for the duration of the alternate assignment.
- H. In the event that a pregnant suppression member is assigned to an alternate non-suppression position, she shall adhere to the Uniform and Grooming Standards for non-suppression personnel.
- I. In the event that a pregnant suppression member is assigned to an alternate non-suppression position, she shall be permitted to participate in District-wide training/classes that all other suppression personnel are participating in, so long as the class activities do not pose any potential safety risk to the pregnant member.
- J. In the event that a pregnant suppression member is assigned to an alternate non-suppression position, she shall be permitted to continue in the Health and Wellness program. During the 40-hour work week, she shall be permitted to participate in three hours of

physical training distributed evenly through the week; the training shall be coordinated with the member's currently assigned supervisor.

Return to Duty

- K. Any member returning to duty following childbirth shall be required to provide a release to return to work from her health care provider.
- L. After having provided the release to return to work from her health care provider, a suppression member returning to duty following childbirth shall be required to undergo a fitness-for-duty examination by the District physician prior to being released to return to duty.
- M. Upon release by the personal health care provider and/or District Physician, the member shall be returned to her suppression position. The alternate duty assignment shall no longer be available, unless the member has a medical condition directly related to the pregnancy that renders her unable to fulfill her suppression duties.
- N. At the discretion of the District, a suppression member returning to duty following childbirth may be placed in a transition program to re-acclimate her to the position. Such a program may include job-related, refresher training related to such things as Minimum Company Standards, District policies/systems, or any other organizational changes that may have occurred during her time away from the suppression position.

Break Time for Nursing Mothers

- O. Upon returning to work following childbirth and until such time that the child reaches one year of age, the District shall make provisions for nursing mothers to express breast milk during their work hours.
 - 1. This shall include providing a location, other than a restroom, where the member is shielded from view of others, is free from intrusion from others, and is in proximity to a water source.
 - 2. This shall also include granting the member reasonable break time as needed to express milk. Suppression members must still be available to respond to emergency calls within the required response time; accordingly, response time cannot be compromised by the member's break time.
 - 3. Non-exempt administrative members shall be allowed to use their normal break time for expression of breast milk; if

additional break time is necessary, the time shall not be compensable.

CODE OF MEMBER 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 members of the SEFD.

III. POLICY

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

IV. GUIDELINES

To achieve these goals, the management of the District shall strive to:

- A. Provide prompt, courteous, and careful attention to member concerns and needs.
- B. Provide the opportunity for members to grow through development and training to lead to increased knowledge and skill.
- C. Provide reasonable wages or stipends, benefits, and working conditions.
- D. Provide qualified and competent supervision.
- E. Endeavor to provide a safe, healthy and productive working environment.

In turn, all members are expected to strive to contribute to the achievement of these goals.

CHAIN OF COMMAND

I. PURPOSE

To clarify the chain of command in order to ensure appropriate communications and accountability throughout the District.

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

It is the policy of the SEFD to establish and follow a chain of command that defines the flow of communications and clarifies the expectations for the use of such.

IV. GUIDELINES

- A. The chain of command is the order of vested authority and responsibility by which the business of the District shall be conducted. It serves the function of allowing information to flow in an orderly manner from line personnel to the Fire Chief and all steps in between. Likewise, it allows the flow to begin with the Fire Chief and flow down to the line personnel and all steps in between.
- B. The proper use of the chain of command depends upon each individual in the District working within the assigned sphere of authority and responsibility. The chain of command is the vehicle used for all directives, grievances, requests, etc., and its proper use by all members is both necessary and expected.
- C. The chain of command is not designed to create a barrier between the Chief Officers and line personnel, nor is the purpose to filter input or feedback from the line. Instead, it is to allow specific operational policy and procedural issues to be handled at the lowest level possible by those nearest to the problem or need.
- D. The chain of command shall be followed when requesting specific clarifications of operational policies/procedures, when reporting on specific personnel issues or concerns, or when asking for specific action to be taken regarding an operational issue or concern.
- E. Use of the chain of command shall begin at the supervisory level directly above the individual requesting assistance or action.

Permission to go to the secondary level of supervision is conditional upon 1) the immediate supervisor having been given the opportunity to first resolve the issue at his level, and 2) if the member and immediate supervisor cannot come to agreement, the member has advised the immediate supervisor of his desire to consult the next level within the chain of command.

- F. Likewise, the chain of command shall generally be used in disseminating information, directives, etc. from the Fire Chief down through the organizational levels to the line personnel.
- G. The intent of the structured use of the chain of command is not to create isolation of line personnel from Chief Officers or to stymie the unfiltered flow of generalized information, feedback and input to their level. The use of an Open Door Policy shall be encouraged for individuals to express their opinions, ideas, thoughts about any *generalized* topic of interest. Proper use of such an open door policy shall not be considered a violation of the chain of command.
- H. The chain of command within the SEFD stops at the Fire Chief, unless otherwise noted in any specific policy. Members shall not take operational or personnel issues to the Fire Board unless specifically allowed by policy.

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 members of the District. Furthermore, the District has established appropriate procedures to ensure that non-members (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 volunteer 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 that is based on race, color, religion, age, national origin, disability, sexual orientation, or any other legally protected basis that impairs a member'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.

C. **Bullying** -- Bullying is an ongoing form of physical or emotional abuse that makes one feel demeaned and inadequate. Examples of workplace bullying include but are not limited to:

1. Offensive, insulting, intimidating or malicious behavior,
2. Persistent criticism,
3. Ignoring or deliberately excluding people,
4. Persecution through threats and deliberately instilling fear,
5. Intentionally spreading malicious rumors, or
6. Deliberately sabotaging or impeding work performance

- D. **Retaliation** -- Treating someone less favorably or taking adverse action against someone because the member has complained or given information about discrimination or harassment, or supported someone else's complaint.

IV. **POLICY**

Sonoita-Elgin Fire District prohibits harassment, bullying, and retaliation in the workplace or during any work-related activity. Harassment, including sexual harassment, is contrary to basic standards of conduct between individuals and is prohibited by the EEOC (Equal Employment Opportunity Commission) regulations. Any member 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 individual 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 members.

Objectionable and disrespectful conduct and/or communications, actions, words, jokes, retaliation or comments based on an individual's sex, race, ethnicity, age, religion, disability, or other legally protected characteristic, and/or conduct which creates an intimidating, hostile, or offensive work environment or impairs working ability or emotional well being at work, shall not be tolerated.

When working, members are expected to exercise good judgment and avoid the creation of situations that could cause another person to feel threatened or uncomfortable. In addition, foul and vulgar language is offensive to some people and is not acceptable.

Conduct that may be intended as "innocent" may still constitute harassment if it falls within the terms of this policy. If any member 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 members, all members must be sensitive to acts or conduct in the workplace that may be considered offensive by others. Additionally, objectionable behavior outside of the work setting that carries over into the work environment may be subject to disciplinary measures, up to and including dismissal.

Any person who believes any member of the District has been subjected to objectionable conduct by another member or anyone doing business

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

V. PROCEDURE FOR REPORTING COMPLAINTS OF HARASSMENT

Individuals who have a complaint of harassment are encouraged, but not required, to advise the offending party. In so doing, the offending party should be told the specifics of the complaint and that if the offensive actions do not cease, that the individual will file a formal complaint of harassment.

If a member feels it is necessary, the member may bring forth a complaint of harassment of any type to the attention of management via one of the following options:

- A. The member's immediate supervisor, or
- B. The Administrative Assistant
- C. The Fire Chief.

The normal use of chain of command is not required in bringing forth a concern of harassment. Regardless of who receives the initial complaint, the Fire Chief shall be notified on the same day by the person receiving the initial complaint, if at all possible. If the Fire Chief is not immediately available, the person receiving the complaint shall report it at the earliest possible time. If the complaint is against the Fire Chief, the complaint shall be forwarded to 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 the 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 person, 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 members. Likewise, any person 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 members.

If a member is found to have made a false and pretentious complaint of harassment or to have deliberately provided false information in an

investigation, the member shall be subject to disciplinary action, up to and including termination.

OPEN DOOR POLICY: SOLVING PERSONNEL CONCERNS

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

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

IV. GUIDELINES

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

V. PROCEDURE FOR SOLVING CONCERNS

- A. If a member has a work-related concern, the member 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 with the supervisor, the member is encouraged to bring the matter to the Fire Chief.
- C. If resolution is not achieved through these informal means, the member may opt to use the procedures as outlined in the policy entitled "*Grievance Rights*."

WORKPLACE VIOLENCE

I. PURPOSE

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

II. SCOPE

This policy shall apply to all members of the SEFD.

III. POLICY

It is the policy of the SEFD that threats or acts of physical violence, including intimidation, bullying, harassment, and/or coercion which involve or affect District members or which occur on District property or at District functions is prohibited.

IV. DEFINITIONS

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 members.

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 a member of the District if the threats or acts of violence affect the legitimate interests of the District.
- B. Any member who experiences or witnesses such acts, conduct, behavior or communications that would fall within the definition above shall immediately notify the member's 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. However, if a member is legally permitted to possess a weapon, the member shall be allowed to leave the weapon secured in the member's personal vehicle, as long as it is not visible. Weapons include visible and concealed weapons, including those for which the person has necessary permits. Weapons can include firearms, knives, crossbows, explosive materials or any other objects, regardless of the authenticity of such, 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.
- E. Any member 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 sole discretion of the Fire Chief, any member who exhibits any potential warning signs, symptoms, and risk factors may be required to submit to a psychological fitness for duty evaluation. The cost of such evaluation shall be at the expense of the District.

VI. REPORTING PROCEDURE

- A. If the act of violence constitutes an emergency, a member who witnesses or is made aware of the situation shall call 911. After contacting 911, the member shall immediately contact an 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 member 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.

CORRECTIVE ACTION / DISCIPLINARY PROCESS

I. PURPOSE

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

II. SCOPE

This policy applies to all **paid** members of the SEFD.

III. POLICY

It is the policy of the SEFD to provide a work environment that encourages freedom of thought, expression and conduct, as long as these actions support our mission and are consistent with our efforts to provide customer service excellence. It is also our policy to provide a harmonious, challenging, and positive work environment. When appropriate, the District shall approach member performance deficiencies in a positive and supportive manner, geared toward helping the member achieve success with improvement efforts. However, there may be times when performance and/or conduct may require some form of corrective or disciplinary actions. While progressive discipline is preferred, there may be situations in which action up to and including dismissal may be deemed appropriate, regardless of whether or not any prior action has been taken. The use of progressive discipline in no way affects a member's at-will status.

IV. GUIDELINES

- A. It is the policy of the Sonoita-Elgin Fire District to consider discipline in a positive, corrective and progressive manner.

Positive in that we will take the approach that many instances of negative performance are correctable to a positive outcome with a minimum of supportive reinforcement.

Corrective in the sense that the supervisor and member come to an understanding about the causes and/or reasons for a member's performance deficiencies, correct those deficiencies, and restore the member to a productive and positive level of performance.

Progressive in that corrective measures may begin with verbal counseling or a verbal reprimand, and when circumstances warrant, proceed to written reprimand(s), suspension, and dismissal. However, dependent on the nature or severity of an

incident of misconduct, any of these forms of disciplinary action may be taken, whether or not a lesser form has preceded the action.

- B. This policy sets forth general norms of the discipline process but allows for the District to exercise discretion in determining the degree of the discipline to be administered.
- C. Corrective action procedures shall be administered privately and confidentially, and within a reasonable time frame following the infraction.
- D. In the event that a member disagrees with the disciplinary action, the member shall discuss it with the supervisor. If the member feels it is necessary, the member 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 member may be placed on **Administrative Leave**. The supervisor shall attempt to discuss the situation with the Fire Chief prior to placing a member on administrative suspension. However, if the supervisor is unable to contact the Fire Chief, the supervisor may instead initiate such action and later shall notify the Fire Chief at the first possible opportunity for determination of the appropriate course of further action. A member placed on Administrative Leave shall be paid until determination of further action is made. Administrative leave shall be ordered in writing and shall not be considered as disciplinary action; thus, it shall not be subject to appeal.
- F. All corrective actions shall be kept in the member's personnel file for the tenure of the member's employment.

V. PROGRESSIVE DISCIPLINE PROCESS

- A. Often times the initial step toward corrective action may be a **verbal counseling discussion** between the supervisor and the member to provide the member 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 the supervisor's own files. This counseling is non-disciplinary in nature.
- B. Another step in the process may be the issuance of a **Verbal Reprimand**, documented in writing, 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 document shall be signed by the member and the supervisor and placed in the supervisor's file.

- 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 writing, describing the nature of the problem, any previous or related conversations or actions (if applicable), as well as the behavior or performance improvement plan that has been designed to correct the problem, and the potential for further action. All Written Reprimands should be discussed between the supervisor and the Fire Chief prior to being administered. The document is to be signed by the member and the supervisor and placed in the member's central personnel file. Additionally, a copy of the documentation shall be provided to the member. The member has the option to provide a written response to the disciplinary letter within seven calendar days.

- D. If a member's conduct or performance is deemed severe enough, he may be placed on a **Disciplinary Suspension**. In such a situation, the supervisor shall confer with the Fire Chief to determine the length of the disciplinary suspension, which shall be without pay. Prior to implementing the disciplinary suspension, the procedure outlined in Guideline "G" below shall be followed. The disciplinary suspension action shall be documented in writing, describing the nature of the problem, any previous or related conversations or actions (if applicable), as well as the behavior or performance needed to correct the problem. The record is to be signed by the member and the supervisor and placed in the member's central personnel file. Disciplinary Suspension without pay shall not exceed 30 consecutive calendar days. (Note: this does not apply to suspension under the Compulsory Leave policy.)

- E. Another disciplinary action available is that of **Demotion**. In the event that the member's continued performance in the existing position is determined not in the best interest of the District, the Fire Chief may opt to reassign the member to a position of lower rank and/or pay (see policy entitled "*Demotion*"). Prior to implementing the demotion, the procedure outlined in Guideline "G" below shall be followed. The final demotion action shall be documented in writing, signed by the member, supervisor, and the Fire Chief and placed in the member's central personnel file. A copy of this documentation shall be given to the member prior to the effective date of the demotion.

- F. If the member's conduct or performance is deemed severe enough, or the determination is made that the member has been unable to or unwilling to achieve a satisfactory level of performance, the most serious action to be taken shall be **Dismissal**. The Fire Chief shall approve all dismissal/termination decisions. Prior to implementing the termination, 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 termination without prior steps being taken.

If it is determined that continuation of employment is not in the best interest of the member 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 of suspension or demotion, the Fire Chief shall provide the member with a **letter of intended discipline** explaining the following:
1. the nature and specifics of the offense/problem,
 2. the intended disciplinary action,
 3. the intended timing of when the action will occur,
 4. a statement of the member's right to either respond in writing to the supervisor within three calendar days of its receipt; such a response shall set forth any and all reasons why the intended discipline should not be implemented, or to request a pre-disciplinary hearing in which the member will verbally present such reasons.
 5. a statement that the member shall understand that failure to respond within the time limit shall waive the right to respond, but the member may still be entitled to appeal the disciplinary action as covered in the Appeals Procedure listed below, and
 6. a statement that the response shall be considered prior to the disciplinary action being imposed.

- H. **Consideration of Member Response** – If a member responds in writing to the letter of intended discipline within three calendar days of receipt of the notice, the Fire Chief shall consider the response, including any additional facts or mitigating circumstances, and then determine if the intended action shall be sustained, modified or dismissed. If the member requests a pre-disciplinary hearing, the Fire Chief shall grant such a hearing, consider the member's

response, and then determine if the intended action shall be sustained, modified, or dismissed.

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

A decision of the Fire Chief 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 member's appeal rights, as covered in the *Appeals Procedure below*.

- I. If the Fire Chief determines that it is his preliminary decision that the member is to be dismissed, the member shall be placed on paid administrative leave, and the Fire Chief shall issue a **pre-dismissal notice** explaining the following:
 1. nature of the offense or problem,
 2. the intended timing of the dismissal action, as
 3. a notice of a time and place for a pre-termination hearing with the Fire Chief in order for the member to respond and present to the Fire Chief any and all reasons why the member believes the intended dismissal should be reconsidered,
 4. a statement that the member's response in the pre-termination hearing shall be considered prior to the dismissal action being finalized.

This notice shall be served directly on the member or delivered by certified mail. A signed receipt (unless refused) shall be attached to the copy of the notice and placed in the member's central personnel file.

- J **Consideration of Member Response** – The Fire Chief shall conduct the pre-dismissal hearing with the member and consider the member's response, including any additional facts or mitigating circumstances, and then determine if the intended dismissal shall be sustained, modified, or dismissed. The Fire Chief shall use best efforts to notify the member within five calendar days of his final intentions, as outlined below.

If, after consideration of the member's response, the Fire Chief elects not to carry forth with the intended dismissal, the Fire Chief

shall submit to the member 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 disciplinary action.

If, after consideration of the member's response, the Fire Chief determines that the dismissal is to be upheld, he shall sign a written order which shall constitute dismissal. This order shall include the specific reasons for the dismissal. Reference to the pre-dismissal notice and/or hearing may be included in the document to substantiate the dismissal decision. Such order shall be served on the member or sent by certified mail. A signed receipt (unless refused) shall be attached to the dismissal order and placed in the member's central personnel file. Dismissal action is subject to the member's appeal rights, as covered in the Appeals Procedure below.

- K. **Member Non-Response** -- In the event that a member opts not to respond to the letter of intended discipline or pre-dismissal notice (as discussed in Guidelines G, I above) within three calendar days, the Fire Chief shall proceed with the intended disciplinary action or dismissal. In the event of a member not appearing for the pre-dismissal hearing, the Fire Chief shall issue an order of dismissal, which shall be served on the member or sent by certified mail. A signed receipt (unless refused) shall be attached to the dismissal order and placed in the member's personnel file.
- L. A probationary member may not appeal a determination of dismissal, unless the basis of such termination is believed to be unlawful discrimination, harassment, or violation of state or federal law. In such case, the member shall articulate, in writing, the basis of appeal.

VI. APPEALS PROCEDURE

- A. A non-probationary member who believes to have been disciplined unjustly in any action *beyond* a written reprimand may appeal the disciplinary action. The disciplinary action shall proceed; however, in the event that the appeals process results in rescinding or modifying the action, the member shall be compensated accordingly.
- B. Depending upon the rank of the member bringing forth the appeal, the number of steps available in the appeals process may be minimized due to a lesser number of ranks between the member and the Fire Chief.

- C. **Step One** – The appeal must be filed in writing within three calendar days of notification of the disciplinary action. The appeal shall initially be submitted to the supervisor who delivered the disciplinary action. 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 supervisor shall consider the reasons for appeal, document in writing any conclusions, solutions or unsolved problems and use best efforts to respond to the member within three calendar days of receipt of the appeal.
- D. **Step Two** -- If the member still does not feel that the issue has been satisfactorily resolved after Step One, the member has the option of taking the problem to the next level of management within the chain of command for further consideration. The member shall notify the responding manager in writing within three (3) calendar days after receiving the response that the matter is still not resolved. The responding manager 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 other manager and may elect to hold a meeting with the member and the immediate supervisor and/or responding manager. The manager shall document any conclusion, solution, or unsolved problems in writing and shall use best efforts to provide a written response to the member within seven (7) calendar days.
- E. **Step Three** – If the member does not feel that the appeal has been satisfactorily resolved after Step Two, the member has the option of taking the problem, within three calendar days of receipt of the earlier decision, to the Fire Chief for further consideration. All documentation from the appeals process must be provided to the Fire Chief for review. The Fire Chief will evaluate the situation and the response from the supervisor, and may choose to hold a meeting with all concerned parties, then shall use best efforts to render his written decision within five calendar days.

In addition, the Fire Chief has the sole discretion to convene a Board Of Inquiry to investigate the situation and provide a recommendation for action (see policy entitled “*Board of Inquiry*”).

- E. **Step Four** – A member has the option to further appeal a decision of suspension, demotion or dismissal. The member shall provide the Fire Chief with a written notice of appeal within seven calendar days of the effective date of the dismissal. 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 member's notice of appeal must be in writing and must state the member's basis for the appeal, including a brief summary of the Fire Chief's final action.
 - b. Upon receipt of a member'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.
 - c. The Fire Chief shall, by first class mail, notify the appealing member of the hearing date; additionally, via email or fax, the Fire Chief shall also notify the District 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 member 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 member 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. 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 member 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.*

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 a member to be on active duty status.

II. SCOPE

This policy applies to all members of the District.

III. POLICY

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

IV. GUIDELINES

- A. In the event a member appears to be unable to perform the job duties due to illness or injury, the Fire Chief may place the member on Compulsory Leave of Absence pending submission to a medical or psychological fitness-for-duty evaluation by the District-designated physician. Pending the outcome of the evaluation, a paid member shall continue to receive normal compensation and benefits. Once the determination is made as to whether or not the member is fit for duty, the member will either be returned to duty or in the case of a paid member, be subject to PTO usage.
- B. The Fire Chief has the discretion to place a member on Compulsory Leave in the event of any circumstances the Fire Chief deems reasonable, necessary or appropriate. Such a leave may be paid or unpaid, at the discretion of the Fire Chief.
- C. In the event that a member has been formally charged with the commission of a felony or a misdemeanor that has any bearing on the member's employment with the District, the Fire Chief has the discretion to place the member on Compulsory Leave of Absence with or without pay.
- D. In any instance in which the Fire Chief determines the Compulsory Leave is to be unpaid, the member shall first be granted a pre-determination hearing in order to allow the member to explain the situation and provide any additional facts and/or mitigating

circumstances. The Fire Chief shall consider any information provided during the hearing prior to making a final determination of placement on Compulsory Leave without pay. Such a leave shall not be limited to the same time frames as normal disciplinary suspensions.

- E. If at any time during the course of the Compulsory Leave, the Fire Chief determines it appropriate, he may elect to conduct an investigation of the matter and make a determination as to any violations of workplace policy. Based upon his findings, he may opt to take disciplinary action, up to and including termination of employment, without waiting for the conclusion of any court proceedings.
- F. If a member has not yet been disciplined, upon exoneration of any member covered under Guideline "C" above, the member may be returned to the position with reinstatement of benefits and retroactive pay. However, exoneration by the court system does not preclude the District from taking disciplinary action based upon any associated violation of workplace policy.
- G. If a member has not yet been disciplined, and upon determination of guilt or a plea of no contest of a member covered under Guideline "C" above, the Fire Chief shall determine appropriate action to be taken. Such action may be the return of the member to the position, with all or reduced salary and benefits, and/or appropriate disciplinary action, up to and including dismissal.
- H. All paid leave benefits (PTO, holidays) shall cease to accrue during any unpaid Compulsory Leave.
- I. During the Compulsory Leave of Absence, group health and dental insurance benefits provided by the District shall continue as though the member were on active status.
- J. In order to return to work, the member shall prove that all certifications and skills are still satisfactory for the position.
- K. PSPRS will accept authorized leave without pay as "service" but not as "credited service" (i.e., the anticipated retirement date may be extended).
- L. 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 member is exonerated as set forth in Guideline "F" above.

GRIEVANCE RIGHTS

I. PURPOSE

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

II. SCOPE

This policy applies to all members who have completed their initial probationary period. However, all members 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

It is the policy of the SEFD to afford members a means of obtaining further consideration of problems when they remain unresolved, and to establish procedures that provide for timely resolution of grievances.

IV. DEFINITION

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

V. GUIDELINES

- A. The grievance policy shall not apply to the following circumstances:
1. Appeals of corrective/disciplinary action (these are covered in the appeals process set forth in the policy entitled “Corrective Action / Discipline Process.”)
 2. Matters in which the Fire District does not have the authority to act
 3. Policies or resolutions as adopted by the Sonoita-Elgin Fire Board
 4. Terms and conditions of member benefits
 5. Meets standard or above performance evaluation
 6. Position classification, job description or salary structure

- B. The member shall follow the established review procedure listed below in presenting any grievance to management. When a grievance directly involves a member's immediate supervisor, the grievance shall be submitted to the next level of management within the chain of command, only after the member has attempted an oral resolution.
- C. In order for a grievance to be considered, it must be brought forth within 10 calendar days of the date of the circumstance which resulted in the grievance. If after receiving the District's response, the member wishes to move to the next step of the process, he must do so within seven calendar days of the receipt of the response. Failure of the member to follow through within the timeframe will terminate the process.
- D. Members are assured of freedom from reprisal for using the grievance procedure.
- E. The Fire Chief shall be apprised of any grievances that are brought forth.
- F. In the event that a member has a grievance directly against the Fire Chief, the member should first attempt to discuss it with the Fire Chief. If the member still has concerns regarding the matter, the member shall submit a written grievance to the Administrative Assistant to forward to the Fire Board. The Fire Board will review the matter and make a final determination. The Fire Board has the option to convene a Grievance Review Committee (as set forth in Step Three below). In such instance, the Fire Board shall fulfill the duties of the Fire Chief set forth in that process. Any decision by the Fire Board shall be final and binding, and there shall be no further administrative appeal.

VI. PROCEDURE

- A. **Step One** – For the purpose of addressing grievances, the member is encouraged to first seek assistance by discussing it with the immediate supervisor. If the member still has concerns, the grievance shall also be documented in writing by the member to the 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 supervisor shall document in writing any conclusions, solutions or unsolved problems and shall use best efforts to respond to the member within seven calendar days of receipt of the grievance.

B. **Step Two** – If the member does not feel that the grievance has been satisfactorily resolved after Step One, the member has the option of taking the problem within seven calendar days of the earlier decision to the Fire Chief for further consideration. All documentation from the grievance process must be provided to the Fire Chief for review. The Fire Chief will evaluate the situation and the responses from the supervisor, conduct any investigation he deems necessary, and then shall use best efforts to respond to the member with his decision within ten calendar days.

C. **Step Three** -- If the member still does not feel that the grievance has been satisfactorily resolved after Step Two, the member has the option, within three (3) calendar days, to request further review by a Grievance Review Committee in a meeting not open to the public. 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 management representative appointed by the Fire Chief,
- (2) A fellow member selected by the member, and
- (3) Another member agreed upon jointly by the Fire Chief and the member bringing forth the grievance.

No member of the Grievance Review Committee may have 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 Review Committee determines it appropriate to meet with the involved parties, both the member bringing forth the grievance and the responding manager 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 peer representation.

4. The Review Committee shall be empowered to call witnesses, investigate, ask questions and take sworn testimony.

5. The proceedings will be tape recorded and preserved for a minimum of thirty days after the decision is rendered.
6. The Review Committee shall use best efforts to issue a written recommendation to the Fire Chief within seven (7) calendar days of the meeting. Upon review of the recommendation, the Fire Chief shall use best efforts to render a final written decision within seven (7) calendar days of receipt of the recommendation of the Grievance Review Committee.
7. The decision of 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 member performance and welfare.

II. SCOPE

This policy applies to all members of the District.

III. POLICY

In order to protect the members and the District, it is the policy of the District to allow the use of 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 corrective action
5. Major equipment failure not readily explainable
6. Serious complaints from 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. An officer who shall serve as the Chairman
2. A full-time member
3. The District Safety Officer (if the incident is safety-related)
4. A District member requested by the individual who is the subject of the investigation.

C. The Fire Chief shall give the Board the authority to call witnesses and shall provide the Board any materials of evidence to facilitate the inquiry.

- D. A member who is the subject of the investigation shall not have the right to have an attorney present during the investigation unless the matter is of a criminal nature; in such instance, the member shall then have the right to have an attorney present.
- E. The Board of Inquiry shall provide a written report to the Fire Chief summarizing the investigation and recommending any necessary action.
- F. The Fire Chief shall review the Board of Inquiry report and recommendations and follow through with any necessary action as he deems appropriate. The Fire Chief shall not be bound by the recommendations of the Board of Inquiry.
- G. The Fire Chief or his designee 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 an administrative investigation are to be considered a matter of public record.

STANDARDS OF CONDUCT

I. PURPOSE

To establish standards of conduct that provide members 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 members of the SEFD.

III. POLICY

It is the policy of SEFD to expect all members to exhibit professionalism and integrity when carrying out their duties. Likewise, it is the policy of SEFD to prohibit any conduct that interferes with operations, discredits the District, is offensive to customers or fellow members, or endangers the safety of any individuals.

IV. GUIDELINES

A. The following standards of conduct are required of all members:

1. Every member is expected to conduct oneself, on and off duty, in a manner that reflects positively on himself, the District and the fire service in general.
2. Every member shall accept responsibility for one's actions and the consequences of those actions.
3. Every member shall support the concept of fairness and the value of diversity.
4. Every member shall be truthful and honest at all times and report any instances of dishonest acts that may compromise the integrity of the District.
5. Every member shall be respectful and conscious of the safety and welfare of fellow members and the members of the public.
6. Every member shall recognize that one serves in a position of public trust that requires stewardship in the honest and efficient use of public resources.
7. Every member shall exercise professionalism, competence,

respect and loyalty in the performance of his duties.

8. Every member shall avoid situations that would adversely affect the credibility or public perception of the fire service profession.
 9. Every member shall conduct one's personal affairs in a manner that does not improperly influence the performance of his duties or bring discredit to the District.
 10. Every member shall act in good faith, exercising due diligence in carrying out one's duties and responsibilities.
- B. The following conduct is prohibited and may subject the member involved to corrective 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.
1. Providing false or misleading information when applying for paid or volunteer employment or at any time during such employment.
 2. Insubordination; refusal to follow job-related instructions of supervision.
 3. Failure to report use of any medications (prescription or over-the-counter), including medical marijuana, that may cause impairment or produce side effects that may alter one's ability to perform the duties of the job.
 4. Demonstration of incompetence or inability to adequately perform job duties; or demonstration of neglect, inefficiency or indifference in the execution of duties.
 5. Consistent failure to respond to calls.
 6. Theft or misappropriation of District or public property, funds, records, equipment, proprietary information or personal property of members.
 7. 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.

8. 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.
9. Altering or falsifying time records – one's own or those of another member.
10. Altering or falsifying District business records, reports, files or documents.
11. Verbal or physical harassment of another member that interferes with work performance; violation of the District's Harassment/Sexual Harassment policy.
12. Discussing confidential or proprietary information with individuals not affiliated with the District, or not reporting potential conflict of interest situations.
13. Unprofessional language or behavior, profanity, mistreatment, disrespect or discourteous treatment of customers, visitors or other members.
14. Possessing dangerous weapons, such as firearms, long-bladed knives, explosive materials, etc., while on duty, on District premises, or at District-related activities, unless the member is otherwise legally entitled to possess a weapon and leaves the weapon secured, but not visible, in the member's personal vehicle while on District premises.
15. Assault on a fellow member or a member of the public.
16. Irregularities involving the handling of District property, files or petty cash.
17. Obtaining supplies, materials or other property or money from the District or its members or members of the public by fraudulent means or misrepresentation.
18. Excessive absenteeism or tardiness.
19. Failure to adhere to District safety rules, including the use of protective safety equipment.

20. 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.
21. 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.
22. Failure to adhere to the standards set forth in the loyalty oath.
23. Failure to maintain current and proper licenses and/or certification required to perform assigned duties.
24. Unauthorized personal use of District credit cards, cash or District property; conducting personal business during normal working hours, or unauthorized use of materials or equipment on personal projects.
25. Failure to obey traffic laws while on duty, including during any paid response time.
26. Participation in sexual activity while on duty or on District premises.
27. Off-duty conduct that brings discredit upon the District.
28. Deliberately accepting or continuing employment while suffering a serious communicable disease without notifying the District, unless such disease is protected under federal law.
29. Conviction of a criminal offense involving moral turpitude.
30. Failure to safely and effectively operate Department equipment and vehicles.
31. Failure to notify the Fire Chief in the event a member is charged with any civil or criminal offense, or receives any written interaction or direction involving law enforcement or the court system, including but not limited to traffic citations, civil litigation, restraining orders, etc.

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 SEFD members.

III. POLICY

It is the policy of the District to demand a drug- and alcohol-free work environment so that members 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 member drug/alcohol-testing program. Any member failing to meet this policy shall be subject to discipline, up to and including dismissal. 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. In accordance with Arizona law, some exceptions to this policy may be made for certified medical marijuana cardholders.

IV. DEFINITIONS

- A. Illegal drugs – any controlled substance listed in Schedules I-V of the federal Controlled Substances Act, medication, or other chemical substance that is not legally obtained, is not being used legally, or is not being used for the purpose(s) for which it was prescribed or intended by the health care provider. Thus, “illegal drugs” may include over-the-counter medications, if they are not being used for the purpose(s) for which they were intended by the manufacturer.
- B. Legal drugs – any controlled substance, prescription or over-the-counter medications that are legally obtained by an individual and used for the purpose(s) for which they were intended by the prescribing party or manufacturer.

- C. Alcohol -- includes methanol, isopropyl alcohol, and ethylene glycol.
- D. On-Duty -- any time in which a member is working (including meal and break periods), attending meetings, classes, or drills, whether or not on SEFD property, and all times when a member represents the District in any capacity.
- E. Medical Marijuana Cardholder -- according to Arizona law, an individual who is authorized to use marijuana for medicinal purposes as prescribed by a physician.
- F. Safety-Sensitive Position -- shall include any position which involves emergency response or maintaining or driving of fire apparatus or other vehicles, or any position that includes tasks or duties that SEFD in good faith believes could affect the safety or health of the members or others. Determination of safety-sensitive positions shall be at the sole discretion of the Fire Chief. Because of the nature of the work of the SEFD, most jobs within the District are safety sensitive.

V. GUIDELINES

- A. In order to ensure fitness for duty, all suppression members shall be required to report the use of any over-the counter or prescription medications, including medical marijuana, that may pose a safety risk to any person, may cause impairment, or may produce side effects that could alter one's ability to perform the duties of the job. Such a report shall be made to the Fire Chief or his designated representative, who shall report it to the District's physician for consideration. The physician will determine whether any work restriction or limitation is indicated and inform the District and the individual of such restriction.
- B. Use of Alcohol / Illegal Drugs / Legal Drugs / Medical Marijuana
 - 1. Alcohol – Members may not buy, obtain, use, possess, manufacture, distribute, dispense, sell, or transfer alcohol while working, while on District property, while in uniform, or while operating District equipment, machinery, or vehicles or personal vehicles while working.

In the event of an emergency callout, members may not work or report to work under the influence of alcohol or with an alcohol level of .04 or greater (as per Department of Transportation standard).

2. Illegal Drugs – Members may not buy, obtain, use, possess, manufacture, distribute, dispense, sell, or transfer illegal drugs. Members may not work or report to duty under the influence of illegal drugs or the metabolites of illegal drugs.
3. Legal Drugs / Medication – Members shall report the **legal** use of drugs (prescribed or over-the-counter) which may pose any safety risk to any person or equipment or interfere with his/her job performance to the Fire Chief, whom will refer the information to a District designated physician for consideration. The physician will determine whether any work restriction or limitation is indicated and inform the District of such restriction.
4. Medical Marijuana -- SEFD fully complies with the requirements of the Arizona Medical marijuana Act and the Arizona Drug Free Workplace Act. Subject to any exceptions, a member who is a registered medical marijuana cardholder shall not be discriminated against in hiring or with respect to any term or condition of employment solely because the member is a cardholder or because the member receives a drug test that is positive for marijuana metabolites or its components. Any applicant or member who tests positive for marijuana will be provided with an opportunity to prove that status as a valid cardholder under the applicable Arizona statutes. Exception may apply if SEFD will lose any monetary or licensing benefit under any federal laws.

Pursuant to Arizona law, SEFD may either refuse to place or choose to remove a member from a safety-sensitive position if it has a good faith belief that the member is engaged in current drug use that causes impairment or negatively impacts the member's job performance and/or ability to safely perform his job.

No member, regardless of whether or not the member is a valid medical marijuana cardholder, may use or possess medical marijuana at work or during working hours and members are strictly prohibited from working while impaired by any marijuana usage. Any member who is determined to be impaired by marijuana at work shall be subject to discipline, up to and including dismissal.

In the event that a member is a registered medical marijuana cardholder, has reported such use to the District, and has been given a fitness for duty clearance by the District physician, the member shall be prohibited from using, possessing, or being impaired by marijuana while on duty or on District premises. However, the member shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.

Members in safety-sensitive positions who are medical marijuana users shall not be allowed to work in the safety sensitive position.

- C. Members are prohibited from bringing any illegal drug paraphernalia into the workplace at anytime. Any member who possesses, distributes, or handles illegal drug paraphernalia in the workplace is in violation of this policy.
- D. Reporting Violations -- All members have the responsibility to immediately report unsafe working conditions or hazardous activities that may jeopardize their safety, the safety of fellow members and the safety of the public we serve. This includes the responsibility to immediately report any violations of this Drug and Alcohol policy.
- E. Members are required to report any criminal drug statute conviction to the Fire Chief within forty eight hours. Any member who is convicted of violating any criminal drug statutes while in the workplace shall be subject to discipline, up to and including dismissal.
- F. All members or other persons who are working, or are on District property, or who are performing services for SEFD and/or are using any property, equipment, and/or vehicles on District property or being used in connection with the performance of work on a SEFD project (including without limitation all vehicles, containers, desks, lockers, and file cabinets) are subject to unannounced inspection for illegal drugs or alcohol by SEFD. Members shall not have an expectation of privacy for any property or items that are brought to work or that are used at work. Members who refuse to permit inspection under this policy or who fail to cooperate with inspections under this policy shall be subject to discipline, up to and including dismissal.

- G. In order to ensure a drug- and alcohol-free work environment, SEFD may require that members and applicants for employment provide urine, blood, breath, and/or other samples for drug and alcohol testing under any of the following circumstances:
1. Pre-Employment -- All individuals who have received an offer of paid or volunteer employment from the District will be required to pass a drug screen as part of their pre-employment physical. No pre-employment alcohol testing shall occur.
 2. For Cause/Reasonable Suspicion -- A member shall be required to undergo drug/alcohol testing if management has a reasonable suspicion that the member may be under the influence of or impaired by alcohol and/or illegal drugs while on duty, while working, while on District premises, or while driving or operating District equipment, vehicles or machinery; or if management has a suspicion of drug or alcohol use as determined by good faith behavioral observation, performance problems, or other concerns that have been brought forward by a reliable third party (for instance, but not limited to slurred speech, lack of coordination, erratic behavior, odor of alcohol or marijuana, bloodshot eyes, dilated or pinpoint pupils, hallucinations, agitation, aggression, incoherence, drowsiness, chronic absenteeism, witnessed use). Additionally, if management has a good faith reason to believe that a member has violated this drug/alcohol policy, the member may be required to undergo the drug/alcohol testing.
 3. Post-Accident/Incident Involvement -- Members 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 always at the sole discretion of the Fire Chief or his designated representative. However, if the injury or accident requires treatment of the member by an outside medical provider that is beyond first aid, the member shall automatically be sent for a drug/alcohol test. The Fire Chief has the right to waive the test if the injury was clearly caused by another party. Additionally, if a member causes any incident or accident resulting in the injury of another person or resulting in greater than \$500 in property damage, the individual shall automatically be sent for a drug/alcohol test.

4. Treatment Program – Any member 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.
5. Annual Physical Examination-- All operations members of the SEFD shall be required to pass a drug and alcohol screening process on a regular basis as part of their annual physical examination. The timing of the physical examination, including the drug and alcohol screening is defined in Guideline D of the policy entitled, “*Physical Examinations.*” At the discretion of the Fire Chief, submission of test results from a qualified laboratory retained by a full-time employer may meet this requirement for the part-time members of the District.
6. Periodic -- All members may be subject to periodic, announced drug and alcohol screening. The frequency of the periodic test shall be at the sole discretion of the Fire Chief.

H. Testing Methods and Collection Procedures:

1. Collection shall be performed under reasonable, sanitary and secure conditions.
2. The member being tested shall have an opportunity to provide relevant medical, prescription or other information in writing prior to the sample being forwarded to the laboratory.
3. All collections shall 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. The follow-up sample testing shall be done by a Laboratory approved or certified by the U.S. Department of Health and Human Services, the College of American Pathologists or the Department of Health Services.

6. The drugs of abuse groups tested for are: Amphetamines, barbiturates, benzodiazepines, cocaine, methadone, opiates, phencyclidine (PCP), propoxyphene, and marijuana. Initial screening shall be performed by Enzyme Immunoassay. All confirmation testing shall be performed by gas chromatography/mass spectrometry (GC/MS). Initial alcohol screening may be by urinalysis and if positive, then further alcohol screening may 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. A two-step test, Screen and Confirmation, shall be utilized.
 8. All positive tests shall be reviewed by a Medical Review Officer before notification to the District.
- I. Consequences of testing refusal:
 1. Refusal by a member to cooperate under this policy shall be grounds for dismissal from paid or volunteer employment. Refusal by a prospective member to cooperate under this policy shall be grounds for the District to withdraw the offer of paid or volunteer employment.
 2. Any member 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 member who fails to report immediately to the designated testing location shall be subject to disciplinary action, up to and including dismissal.
 - J. Actions that may be taken based upon test results -- Upon notification of a confirmed positive test result, the member shall have the right to submit additional information to the Fire Chief to try to explain the confirmed test result. Such information shall be given consideration prior to any action being taken. A confirmed positive test result shall result in one of the following actions:
 1. First Offense – Any member who tests positive on a confirmatory drug or alcohol test for the first time shall be subject to disciplinary action up to and including dismissal, and may be granted a leave of absence for

up to twelve weeks to participate in a District-approved rehabilitation program. For paid members, such a leave shall be without pay, after any and all accrued paid leave has first been utilized. Any out-of-pocket costs associated with a rehabilitation program shall be at the member's expense. Failure to fully comply with the terms of a rehabilitation program shall subject the member to termination of paid or volunteer employment. Upon successful completion of treatment, the member may be returned to active paid or volunteer status and shall be subject to additional periodic testing, at the sole discretion of the Fire Chief, for a period of up to two years.

2. Second Offense – Immediate termination of paid or volunteer employment.
 3. No adverse action shall be taken in the event that a member who is a registered medical marijuana cardholder has a positive test result for the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment, as long as the member has previously reported status as a medical marijuana cardholder and has been approved to continue working in the designated position.
- K. Voluntary notification of drug/alcohol use/abuse by a member to the District prior to employer's notice of suspicion to member -- Disciplinary measures shall not be taken, however, the member 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 accrued paid leave has first been utilized) for a maximum of twelve weeks to participate in a rehabilitation program approved by the District. Any costs associated with a rehabilitation program will be at the member's expense. Failure to fully comply with the terms of a rehabilitation program shall subject the member to termination of paid or volunteer employment.

A member may not avoid disciplinary action for violating the Drug/Alcohol Policy by seeking rehabilitation assistance *after* the member is directed to report for testing pursuant to the policy.

- L. In the event that a member takes a leave of absence to enter a District-approved rehabilitation program, the member shall be required to sign a release of information to allow treatment

information to be shared with the Fire Chief. In order to protect the privacy rights of the member, the only information to be shared shall be regarding the member's participation, progress, and successful completion of the program.

- M. Return To Duty -- Information regarding the member'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 member shall be subject to follow-up random testing for a period of up to two years to ensure that the member remains drug- and alcohol-free.
- N. Member's right to obtain written test results – If requested in writing to the Fire Chief, a member or prospective member that has been tested may receive a copy of the written test results.
- O. Member's right to explain positive test result – A member testing positive shall have an opportunity to meet with the Fire Chief to contest or explain the positive results before any volunteer employment status action is final. A member shall not be allowed to return to work after a confirmed positive test and prior to an opportunity for such a meeting. The member shall be placed on suspension until such time that the Fire Chief takes final action.
- P. 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 member's confidential medical file (separate from the standard personnel file), with access only by the Fire Chief or his designated representative, and shall not be used or received in evidence, obtained in discovery or disclosed in any public or private proceeding, unless related to an action taken by the District or the member, except disclosure to:
 - 1. The tested member, prospective member or other person designated in writing by that member or prospective member.
 - 2. Individuals designated by the District to receive and evaluate test results or hear the explanation of the member or prospective member.
 - 3. An Arbitrator, Mediator, Court or Governmental Agency as authorized by State or Federal Law.

- Q. 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.

V. PROCEDURE

A. Management Procedure:

If an officer of the District has knowledge of or reasonably suspects that a member meets the requirements for drug/alcohol testing as stated within this policy, or if any other of the testing circumstances apply, the following procedure is to be followed:

1. After noting and documenting the time, the Officer shall remove the member from any work area and/or responsibility while maintaining visual contact of the subject member at all times. If the member has been involved in an accident or incident, any injuries shall be addressed and resolved as a number one priority. The test procedure is not to be pursued until and unless the member is safe and stable. If a member must receive outside medical attention, emergency medical personnel shall be told of the District's drug/alcohol testing policy so proper samples may be retained when it is safe to do so.
2. If applicable, the member 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 shall notify the Fire Chief. After obtaining basic information, the officer shall make arrangements for transportation to the testing laboratory. Visual contact shall be maintained by a District officer until the member has been turned over to the individual who shall conduct the test. Consent forms shall be completed in the presence of a District officer or the testing laboratory personnel.
4. If there is reasonable suspicion that there may be a violation of the drug/alcohol policy, the member being tested shall be relieved of duty pending the outcome of the drug/alcohol test.
5. If a member refuses to submit to a test, the member shall be suspended until further notice, and subject to dismissal for failure to submit to a drug/alcohol test. The member shall be

told that the District will contact him by phone or mail to communicate further action.

B. District Notification Procedure:

1. The testing laboratory 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 shall be contacted immediately preceding the fax transmission to assure that only he or his designated representative receives the fax directly off the machine).
2. The Fire Chief shall notify the tested member of the results of the test. If requested by the tested member, a copy of the written test results shall be made available for the member.
3. In the case of a negative test result, the member shall be notified of the test results. The member's personnel file will be purged of any information related to the test, and documentation of the negative test shall be maintained in the member's separate medical file.
4. In the case of a confirmed positive result, the Fire Chief will allow the member an opportunity to meet to discuss the results, then the Fire Chief shall determine the appropriate level of disciplinary action and notify the member of such. Information regarding the disciplinary action shall be maintained in the member's personnel file. Information specifically regarding the testing shall be maintained in the member's separate medical file.

ARREST FOR DUI OR OTHER CLASS “A” VIOLATIONS

I. PURPOSE

To ensure that members who are required to drive District vehicles maintain safe driving records; to establish clear and consistent guidelines for addressing instances in which a member is cited for driving under the influence (DUI) or other “Class A” driving violations; and to encourage members to maintain the high standards of personal conduct expected from the fire service by the public.

II. SCOPE

This policy applies to all District members and volunteers who are required to drive District vehicles as part of their job duties.

III. POLICY

It is the policy of the SEFD to monitor members’ driving records on an annual basis in order to minimize potential for increased liability based upon serious driving violations.

In addition, it is the policy of the SEFD to investigate any situation involving a member who has been cited and/or convicted for DUI or other Class A violations, and to consider appropriate disciplinary action for such action.

Additionally, any applicant for employment with the District who has received any “Class A” conviction within the past five years shall not be eligible for employment.

VI. GUIDELINES

- A. Members are required to report receipt of any traffic violations to the Fire Chief, through his chain of command, within 48 hours. Additionally, the District shall run an annual motor vehicle record check on all members who are required to drive District vehicles as part of their job duties. In the event that a member has any Class A violations and/or more than two Class B moving violations and/or chargeable accidents, the member shall not be permitted to drive any District vehicles until further information has been gathered and appropriate action has been determined. At the discretion of the Fire Chief, the member may be placed on paid administrative leave pending investigation.

- B. If a member is found to have more than two Class B moving violations and/or chargeable accidents in a three year period, the member shall receive a letter of warning from the Fire Chief. If a member is at any point found to have more than three Class B moving violations and/or chargeable accidents in a three year period, the member will be suspended without pay for a period of up to 30 days, and shall be required to complete a driver improvement program approved by the District. Prior to this action being taken, the member shall be granted a pre-disciplinary hearing, as set forth in the policy entitled "Corrective/Disciplinary Action."
- C. In the event a member is cited for DUI or any other Class A violation while on duty, the member shall be placed on administrative leave pending investigation. In the event of a DUI, appropriate drug and alcohol testing shall occur as per the policy entitled "Drug and Alcohol Testing."
- D. In the event that a member is arrested for DUI or any other Class A violation while off duty, the member shall notify the Fire Chief within 24 hours of receiving the citation, or prior to the member's next scheduled workday, whichever is sooner.
- E. The member shall send copies of any paperwork related to the incident, including but not limited to copy of the citation, subpoenas, or driver's license changes/restrictions, to the Fire Chief or his designee within 72 hours of receipt.
- F. Upon notification of a member having been cited for DUI or any other Class A violation, the District shall conduct an investigation in order to determine the appropriate course of action. In order to comply with District policies and to protect the interest of the District and the public the District serves, internal disciplinary action may be taken prior to adjudication by the court. The matter shall be thoroughly investigated and reviewed; disciplinary action shall be determined on an individual case basis taking into consideration the specific facts of the matter as well as the member's current standing with the District.
- G. During the investigation, the member *may* be placed on paid Compulsory 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 member's eligibility to return to duty. The member's eligibility to return to duty shall be evaluated based upon, at a minimum, the following criteria:

- If the member has been granted a temporary driving permit;
 - If the citation issued involves a misdemeanor or a felony;
 - If the member has violated the District's Standards of Conduct;
 - If there are any mitigating circumstances to be considered.
- H. Upon review of the incident and any associated documentation, if the member has not been charged with a felony, has been granted a temporary driving permit, and the Fire Chief determines it to be appropriate, the member *may* be permitted to return to work until such time as the charges are commuted or a final ruling is issued by the courts. Such a determination shall be at the sole discretion of the Fire Chief.
- I. In the event the member is cited for **Extreme** DUI or the citation includes any felony charges, the member may be placed on compulsory leave without pay pending resolution at the trial court level. (See policy entitled "Compulsory Leave of Absence")
- J. If the member is permitted to return to work, the member shall be required, at a minimum, to attend substance abuse counseling. The member shall be required to sign a release to allow the substance abuse counselor to share information with the Fire Chief regarding the member's participation, progress and successful completion of treatment, as well as the member's readiness to return to duty.
- K. Following a DUI conviction, the member shall be subject to periodic, unannounced on duty drug/alcohol tests for a period of two years. In the event the member fails the drug/alcohol test, the member shall be subject to further disciplinary action, up to and including termination.
- L. It is the member's responsibility to immediately inform the Fire Chief of any changes in the charges pending and/or changes in the member's driving privileges.
- M. If the member is convicted of Extreme DUI, employment shall be terminated.
- N. For a member whose position requires a valid driver's license, if the DUI or other Class A violation arrest or conviction results in the suspension of the member's full driving privileges for thirty days or less, the member shall not be permitted to work for the period of time in which the driving privileges are suspended. During such

time, the member shall be prohibited from using any form of paid leave or any shift trades with other members.

- O. For a member whose position requires a valid driver's license, if the DUI or other Class A violation arrest or conviction results in the suspension of the member's full driving privileges for greater than thirty days, employment may be terminated.

- P. For a member whose position requires a valid driver's license, if the DUI or other Class A violation conviction results in the member being required to use a certified ignition interlock device (CIID), pursuant to A.R.S. §28-1464, the member is therefore "prohibited from operating an employer's vehicle without a certified ignition interlock device." District vehicles will not be altered, reconfigured or operated with an ignition interlock device. Accordingly, the Fire Chief, in his sole discretion, shall determine whether employment shall be continued or terminated. Such determination shall be based upon, but not limited to, the following factors:
 - a. The member's position within the District;
 - b. The driving requirements of the member's position;
 - c. The feasibility of reassigning the member;
 - d. The financial impact on the District
 - e. The operational needs of the District

- Q. If it is determined that the member will be allowed to continue employment with a CIID license restriction, the following will occur:
 - a. The member shall be prohibited from operating any District vehicle/apparatus until the CIID requirement is completed and the Fire Chief has approved the member's return to a position with driving status privileges. The member shall then provide the District with a copy of the special ignition interlock restricted driver's license for placement in the personnel file;

 - b. The member may be subject to reassignment with a concurrent decrease in compensation for the time period that the CIID is required. Determining factors shall include, but not be limited to, the following:
 - i. Position and assignment in the District
 - ii. Driving requirements of the position
 - iii. Operational needs of the District
 - iv. The member's current skill set

 - c. During the time period of any position reassignment or modification the member shall be required to maintain all other skills/certifications required by his previous position. Failure to

maintain such skills/certifications may result in a loss of position and/or differential pay after completion of the CIID requirements.

- d. Upon completion of the CIID requirement, the member shall provide *written* notification and proof of completion to the Fire Chief, along with a request to be reinstated to the member' prior position and pay.
- R. In the event that the member fails to follow any of the above guidelines, the member shall be subject to dismissal. Similarly, if a member is convicted of a second DUI or Class A violation within 60 months, the member shall be subject to dismissal.

CONFIDENTIALITY OF INFORMATION

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the Sonoita-Elgin Fire District including all members, 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 SEFD to protect and maintain the confidentiality of Protected Health Information for all of its patients and members.

IV. 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 member 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 member information upon receipt of a written request from a licensed practitioner
 - Billing and other essential healthcare operations
 - Internal audits
 - Quality Management activities
 - Training activities related to review of First Care forms
- F. Each member 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 SEFD.
- H. District members are prohibited from personally retaining any patient information they obtain while performing any services for patients. Upon request, District members must return any and all confidential patient information they may have in their possession.
- I. If a member knowingly or inadvertently breaches patient confidentiality policies or guidelines at any time, the member must immediately notify the Fire Chief.
- J. Failure to comply with District HIPAA policies will result in progressive disciplinary action up to and including termination or prosecution for civil/criminal penalties.

CONFLICT OF INTEREST/OUTSIDE EMPLOYMENT

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

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

IV. GUIDELINES

Outside Employment

- A. No member of the District may accept other employment in any organization that does business with SEFD or is a competitor of SEFD, unless the member has received prior approval from the Fire Chief.
- B. While SEFD recognizes that its' members may have other employment, it does insist that a member's job may not reflect unfavorably on the District. All members holding other jobs must provide written notification to the Fire Chief, and must maintain current notification at all times.
- C. While SEFD does not prohibit the practice of its' paid members holding a second job, the District does insist that a paid member's job with SEFD come first and that the second job does not interfere with the SEFD employment.
- D. Full-time suppression members may not engage in any type of outside employment during the twelve hours prior to their regularly scheduled duty shift. Shift personnel shall not work in excess of 48 consecutive hours; this calculation of consecutive hours shall include hours worked for the District and other employers. Exceptions may be granted by the Fire Chief in the event of mitigating circumstances.

- E. Duties associated with a member's outside employment shall not be performed while on duty with the District.
- F. In the event that a paid member suffers a work-related illness or injury in the course of other employment, the member shall not be permitted to use Worker's Compensation benefits provided by SEFD.
- G. If a volunteer member is receiving Worker's Compensation benefits from another employer, the volunteer member shall be required to turn in all District equipment and pager and not respond to any emergency calls. Upon submission of a medical release from a physician, the member may then be allowed to return to active volunteer status.

Conflict of Interest

- H. If a member or a member of the member's immediate family has a financial interest in an organization which does business with SEFD, and the interest might be sufficient to affect the member's decisions or actions, the member must fully disclose the interest to the Fire Chief and must not represent the District in any related transactions.
- I. No member or member of the member's immediate family shall accept or solicit any gift, service, special accommodation or other favors from any current or potential customers with whom SEFD does business, if it might be inferred that such action could affect the member'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.
- J. No member 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 SEFD may have with the organization.
- K. No member shall engage in conduct that is disloyal, disruptive, competitive or damaging to the reputation of the District.
- L. Because it is not possible to describe every situation which could arise involving potential conflicts of interest, members are asked to carefully evaluate any activity which could be construed as potentially conflicting with their paid or volunteer employment and to seek advice from the Fire Chief regarding such activity.

FRATERNIZATION

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

It is the policy of the SEFD to discourage fraternization between supervisory and non-supervisory members, 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 another member that would be construed as fraternization as defined in this policy, the supervisor 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 paid members 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 him 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 members.

ATTENDANCE AND PUNCTUALITY

I. PURPOSE

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

II. SCOPE

This policy applies to all paid and volunteer members of the SEFD.

III. POLICY

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

IV. GUIDELINES

- A. Volunteer members shall respond to calls and attend monthly drills and required meetings as scheduled.
- B. In the event that a volunteer member is unable to respond to calls or attend meetings/drills, the member shall personally notify the supervisor as far in advance as possible, or shall call the Fire Station and leave a message. If prior notification is not possible, (i.e., due to an emergency or sudden illness), the member must notify the supervisor as soon as is practical. Failure to notify the District will result in an unexcused absence. Notification of absence shall include reasonable explanation of the circumstances.
- C. Paid members 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.
- D. In the event that a paid member is unable to report to work or is going to be late, a suppression member shall personally notify the on duty officer as far in advance as possible, and no later than one hour prior to the scheduled starting time. A non-suppression or administrative member shall similarly notify the Fire Chief. If prior notification is not possible, (i.e., due to an emergency or sudden illness), the member must notify the Fire Chief as soon as is practical. Notification of absence or lateness shall include reasonable explanation of the circumstances as well as an indication of the expected date and time the member plans to return to work.

- E. Paid member absences of more than one day shall be reported daily, unless other prior arrangements have been made with the supervisor.
- F. In the event that the absence is due to a circumstance covered under the policy entitled "*Earned Paid Sick Time*," the time off shall be deducted from the employee's EPST, based on the annual usage and accrual guidelines.
- G. In the event that a paid member is more than 30 minutes late reporting to work, the officer may use discretion in determining whether or not the member may work the remainder of the day. If the member is not permitted to work for the remainder of the day, the member's PTO accrual shall be deducted. In the event that the member has no accrued time, the member will receive no compensation for the scheduled hours.
- H. If schedules and conditions permit, the Fire Chief may allow a non-suppression, non-exempt member to make up time lost due to absence or tardiness.
- I. A paid member who is absent from work for more than one work day without notification shall be considered to have voluntarily resigned from employment with the District. In the event that mitigating circumstances resulted in a member's inability to provide contact with the District, the Fire Chief may determine otherwise appropriate action.
- J. Excessive absenteeism places an extra burden on fellow members, as well as the District as a whole. Therefore, a member who demonstrates a problem with absenteeism shall be subject to disciplinary action, up to and including termination.

UNIFORMS AND GROOMING STANDARDS

I. PURPOSE

To establish a standard for professional appearance.

II. SCOPE

This policy applies to all members of the SEFD, while on duty or while representing the District at any related activities.

III. POLICY

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

IV. GUIDELINES

- A. All members 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. Members' general appearance while on-duty must reflect a positive and professional image at all times.
- B. Paid members shall receive District-issued uniform items to wear while on duty at all times, with the exception of when drilling or physical training. Volunteer members shall receive a District t-shirt and hat annually; any additional uniform items must be purchased through the District.
- C. Protective clothing and equipment is provided to all firefighting personnel for use as required when working in a hazardous environment, during firefighting activities or during any other similar conditions during training activities.
- D. The protective turnout gear shall be kept in the station and donned when a member is preparing to respond to a call. Under no circumstances shall a member take home the turnout gear.
- E. No other insignia, emblem, advertising button, ribbon, jewelry or device shall be attached to the uniform without authorization of the Fire Chief.

F. The following additional guidelines apply to suppression/EMS members:

1. **Hair** – Hair must be properly cut so as to present a neat appearance at all times. Hair shall be cut so as not to hang below the bottom line of the collar of the uniform shirt. However, if the hair falls below the top of the collar line, the hair shall be pulled back and secured in such a way that allows for full coverage by the protective safety hood. Any hair ties or combs shall be neutral in color.
2. **Facial Hair** – Sideburns shall not interfere with the seal of the face mask used with the SCBA equipment. Beards shall not be worn. Moustaches shall be trimmed at or above the bottom of the upper lip and shall not be of such length that they extend more than one inch below the corner of the lip or interfere with the SCBA equipment.
3. **Tattoos** -- Visible tattoos shall be kept to a minimum and shall display nothing that is offensive. At the sole discretion of the Fire Chief, any member who has a visible tattoo that is considered either too large or in any way offensive shall be required to cover the tattoo or have it removed at his own expense.
4. **Earrings or other visible body piercing items** – Only a single stud earring may be worn by members while on duty; other visible body piercing items shall not be worn by members while on duty.
5. **Jewelry** – It is strongly recommended that for safety purposes, rings not be worn while on duty. However, If a member chooses to wear a wedding ring, it is highly suggested that it be modified so that it will break away when snagged. Any ring that interferes with required safety protective equipment shall not be worn. A single necklace or chain normally worn around the neck is permitted as long as it is worn inside the clothing. Jewelry shall not have any sexual, racial, or other potentially offensive insignia or emblems.
6. **Cosmetics** – Members wearing cosmetics, including cologne, shall ensure that the appearance and/or aroma is conservative and in good taste.

- G. Members are responsible for laundering, replacements, and maintenance of uniform t-shirts. Worn, torn, or faded uniform items shall not be permitted to be worn.
- H. The wearing of District uniform items while not working is prohibited without prior approval of the Fire Chief, with the exception of when a member is traveling to and from the station or a call. Members wearing such uniform elements while off-duty shall recognize that the wearing of such identifies them with the SEFD, thus, their behavior while wearing such items shall reflect positively on the District.
- I. Only current District members shall wear any District-issued uniform items. Thus, members may not allow their District-issued uniform items to be worn by other individuals.
- J. Any uniform elements issued by the District remain as District property. Thus, when a member terminates, all uniform items shall be returned, clean and in good condition. The cost of uniform items not returned may be deducted from the member's final paycheck, according to the guidelines set forth in the policy entitled "Termination of Employment."

VISITORS

I. PURPOSE

To allow for visitation to the fire station 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 members wishing to have visitors in the station.

III. POLICY

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

IV. GUIDELINES

- A. Visitors shall be allowed in the station, but shall be escorted by a member after the visitor has identified the purpose of the visit and approval has been granted by a supervisor.
- B. Under normal circumstances, the following persons shall not be restricted from quarters:
 - District members
 - Family member of a member who has a legitimate reason for visitation
 - Vendors/suppliers with a legitimate business need
 - Members of other public safety entities entering in connection with their duties
 - Children who wish to tour quarters and have received approval from a supervisor (must 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 on-duty officer. Beds and bunkrooms are off limits to non-department personnel unless prior written approval is obtained from the Battalion Chief.

- D. Members are responsible for the conduct of their visitors at all times while on District property. Unless prior approval is obtained from the Fire Chief, 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 District.

HOUSEKEEPING/BASIC MAINTENANCE

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

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

IV. GUIDELINES

- A. Every member is responsible for contributing to the maintenance, orderliness and cleanliness of the station.
- B. Minor station repairs or maintenance duties shall be carried out by the on-duty crews. Major station repairs or maintenance needs shall be reported to the Fire Chief.
- C. In the station, members shall keep all clothing and other personal belongings in a location that is outside of the public view. In the absence of lockers, members may elect to keep their personal belongings in their personal vehicle.
- D. 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.
- E. Station inspections shall be conducted periodically by officers to ensure cleanliness of quarters and readiness of equipment.

TOBACCO-FREE WORKPLACE

I. PURPOSE

To promote a tobacco-free workplace in consideration of the health and safety of members, visitors, and the public.

II. SCOPE

This policy applies to all members, as well as to visitors on District premises.

III. POLICY

It is the policy of the SEFD to prohibit the use of tobacco while on District property or in District vehicles, as well as to prohibit the use of tobacco by any employee while on duty.

IV. DEFINITION

For purposes of this policy, “tobacco” is defined to include any cigarette (lighted or not), cigar, pipe, bidi, any other smoking product, as well as any form of chewing tobacco. Additionally, the provisions of this policy shall also apply to “e-cigarettes” or other vapor smoking products, even if those do not include tobacco.

V. GUIDELINES

- A. Tobacco use of any kind is prohibited in District facilities, on District property, in District vehicles, and while on any calls with public contact. Employees are prohibited from using tobacco while on duty.
- B. Any employee who needs assistance with cessation of tobacco use may seek such help through the SEFD Employee Assistance Program or through their personal physician.
- C. Visitors on District property shall be instructed on this policy if necessary, and shall be required to discontinue use of tobacco on District premises. 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 leave the premises.

- D. These guidelines shall not supersede any local or State laws or any existing or future regulations established for fire, health or safety reasons.

MEDIA RELATIONS AND PUBLIC INFORMATION DISTRIBUTION

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the District.

III. POLICY

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

IV. GUIDELINES

- A. Press and media inquiries regarding SEFD shall be directed as follows:
 - 1. On scene, initial release of information may only be provided by the Incident Commander or a representative specifically designated by the Incident Commander.
 - 2. For routine, non-emergency communications, media inquiries shall be directed to the Fire Chief.
- B. The Fire Chief shall serve as the primary spokesperson to the press, unless he opts 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 his designated representative.
- D. Members who identify any opportunity for favorable publicity for the District should contact the Fire Chief, who shall determine SEFD's interest, and if necessary, provide any needed information or materials.

SOLICITATION AND DISTRIBUTION / POLITICAL ACTIVITY

I. PURPOSE

To minimize disruption of normal District operations by limiting and controlling solicitation, distribution, and/or political activity on District premises.

II. SCOPE

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

III. POLICY

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

IV. GUIDELINES

Solicitation and Distribution

- A. Persons who are not members of the District are prohibited from solicitation and distribution on District premises without prior approval from the Fire Chief.
- B. Members 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 member making the solicitation or distribution and the member being solicited. Such working time does not include one's unpaid meal or break period or other time when the member is not required to be working.

Political Involvement

- C. Members may not engage in any political activity during scheduled work hours, when using District vehicles or equipment, or when in District uniform. Political activity includes, but is not limited to:
- displaying literature, badges, stickers, signs or other items of political advertising on behalf of any party, committee, agency, candidate for political office or ballot issue;
 - using one's official position or authority, directly or indirectly, to influence or attempt to influence any other member to become a member of any political organization or committee or to influence the outcome of an election;
 - soliciting signatures for political candidacy or for the purpose of placing an issue on the ballot;
 - using district time, equipment, facilities, or other resources to influence the outcome of an election;
 - soliciting or receiving funds for political purposes.
- D. District members may entertain and express personal political opinions, except when in uniform or when performing their duties on behalf of the District.
- E. A member who declares an intention to run for an unpaid elective office must ensure that there will be no conflict in duties. However, as long as there is no such conflict, the member shall not be required to resign from District employment.

ON-DUTY RECREATIONAL ACTIVITIES

I. PURPOSE

To outline acceptable conduct for paid suppression members during leisure times.

II. SCOPE

This policy applies to all paid members.

III. POLICY

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

IV. GUIDELINES

- A. Members 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, members may occupy their time with other activities during times outside of the daily routine (i.e., evenings, weekends, holidays).
- B. Television viewing and other recreational activity is permitted only after completion of daily routine activities. The television shall only be on during the lunch hour or before or after the normal duty day. Captains may use discretion on weekends and holidays, or if all duties are completed and some down time is appropriate. Exception to this guideline may be made for the purpose of viewing a training video or a newsworthy event.
- C. In order to reduce the possibility for injury to members, no contact sports are allowed while on duty or on District premises. Generally, any sport that provides physical contact between opponents could result in physical injury and thus is prohibited. Examples of such activities include but are not limited to basketball, football, wrestling, roller hockey and volleyball. Additionally, due to the potential of injury, extreme weightlifting shall also be prohibited.
- D. Any member who participates in the type of activities noted may be disqualified for benefits under disability related benefit plans.

USE OF TELEPHONES/CELLULAR PHONES

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the District.

III. POLICY

It is the policy of the District to place telephones in all District facilities for reasonable use by members and to require members to maintain a telephone contact number.

IV. GUIDELINES

Telephones

- A. Telephones are placed in all facilities so that members 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 District. Additionally, members may not conduct other outside business on District phones.
- C. Personal or District-related long distance phone calls shall not be made without prior approval. Personal long distance calls shall be restricted to emergency use, and the member shall reimburse the long distance toll charges.
- D. Members are encouraged to be considerate of the needs of other members, therefore limiting their calls to a reasonable duration. Additionally, as a courtesy to other members, incoming phone calls should be restricted to prior to 2200 hours, unless in an emergency.
- E. Members using District telephones shall not expect privacy in the use of such; calls and/or messages received or sent are subject to monitoring.

District Issued Cellular Phones

- E. In order to protect a member 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 member's use of the cell phone results in the District incurring additional expense, the member shall be notified by the Administrative Assistant and must provide reimbursement to the District for that expense. If such use continues, the District may take the District cellular phone away from the member and the member may then be subject to progressive disciplinary action per policy.
- G. If a member loses or damages a District-issued cellular phone, that member is responsible for the cost of replacing that phone at the discretion of the Fire Chief.
- H. Any member whose job responsibilities require regular or occasional driving are expected to use extreme caution when using the cellular phone. Whenever possible, members shall pull off to the side of the road and stop the vehicle before placing or accepting a call. Additionally, whenever possible, a member using a cellular phone shall use hands-free equipment to further increase safety.
- I. Members using District issued cell phones shall not expect privacy in the use of such; calls and/or text or email messages received or sent are subject to monitoring.

Personal Cellular Phones

- J. Personal cell phones shall not be used while performing duty-related tasks or on emergency calls unless related to the call itself. Excessive personal calls during the workday may interfere with member productivity; if that occurs, the member shall be subject to disciplinary action, up to and including dismissal.
- K. The District shall not be liable for any damage or loss of personal cellular phones brought into the workplace, unless the damage is incurred during the appropriate execution of their duties.
- L. Members shall not expect privacy in their telephone or cell phone use and communications; management retains the right to access, monitor and review all member activities on any telephone utilized while on duty, including but not limited to calls, text messages, and emails.

Cellular Phone Cameras or other Video Recording Devices

- M. Members are cautioned in the use of cell phone cameras in the workplace; any photos and/or videos taken on duty and/or on emergency scenes are subject to monitoring and review. Members are prohibited from taking photographs and/or videos of patients involved in any District-related scene, unless authorized by the Chief Officer on duty. If authorized by the Chief Officer on duty, the photographs/videos must be provided to the Chief Officer and shall remain as property of the District. Members are prohibited from using any type of video recording device to record any individual without the individual's permission.

Telephone Contact

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

USE OF ELECTRONIC COMMUNICATION TECHNOLOGY

I. PURPOSE

To provide members with the use of up-to-date electronic communication technology in a way that is beneficial to the member in his job, but not disruptive to the workplace.

II. SCOPE

This policy applies to all members of the District. Additionally, any other individual who has access to SEFD computer equipment shall also be required to adhere to this policy.

III. POLICY

It is the policy of the District to place electronic communication technology in District facilities and to provide Internet and electronic mail access for use by members in conducting District business.

IV. GUIDELINES

- A. Computers and other electronic communication devices are placed in all District facilities so that members 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 devices, including but not limited to computers, Blackberries, iPhones, iPads, cell phones, audio or video recording devices, etc. that a member may elect to bring on to District premises, as well as to any electronic communication devices that may be the property of the District.
- C. The District utilizes the Internet for business purposes. Additionally, while the District does provide electronic mail addresses for members, the use of these systems is intended primarily for District-related work activities, as well as those activities which promote skill building and knowledge enhancement. Members shall limit the use of such systems for non-work related or personal business so that it does not interfere with daily operations or compromise the District computer network system.
- D. It is the responsibility of each member to ensure that District information disbursed via the computer and internet 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. Members shall not expect privacy in the use of any electronic devices covered under this policy; management retains the right to access, monitor and review all member activities on the systems.
- F. Members are to utilize only the software programs provided by the District on the District-owned computers. Downloading of software programs to District computers or other devices may only be done with the prior approval of the Fire Chief. Likewise, exporting system or other computer software is strictly prohibited without the prior approval of the Fire Chief.
- G. While on duty or on District premises, members are prohibited from accessing pornographic or otherwise inappropriate websites which may be detrimental to the District. Social networking sites such as Myspace, Facebook, Twitter, YouTube, 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. Member use of such sites shall be subject to monitoring and review. In addition, member's use of such sites while off-duty may come under scrutiny and review if the member posts information on such websites that could reflect unfavorably on the District or its' members, including Board members.
- H. Confidential information should be protected at all times. Members should take all necessary steps to prevent unauthorized access to this information. Members shall not disclose any confidential information regarding the District, other members, or the public we serve.
- I. Authorized users are responsible for the security of their individual passwords and accounts; passwords are not to be disclosed to others and should be changed quarterly.
- J. Members shall use discretion in ensuring that their electronic communications reflect professional, respectful, and appropriate language and statements. The use of offensive language, disparaging remarks about the District or its members shall not be tolerated.

- K. All computers and remote devices should be secured with a password-protected screen saver and set to deactivate after being left unattended in excess of ten minutes. Authorized users are responsible for the security of their individual passwords; such passwords are not to be disclosed to others and should be changed periodically to protect users and their accounts.
- L. All computer equipment used by departmental members shall regularly run approved virus-scanning software with a current virus database.
- M. Any introduction of malicious programs (i.e., viruses, worms) into the network or server is strictly forbidden and may result in disciplinary action up to and including termination.
- N. Sending unsolicited e-mail or text 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.
- O. The posting of any District-related pictures and/or videos to any website shall be at the discretion of the Fire Chief; members shall obtain approval prior to such action. Members who take pictures at emergency scenes must submit the photos to the Fire Chief for review prior to any use of such pictures. Any external use of these medias must be approved in advance by the Fire Chief or his designee.
- P. Upon termination of employment with the District, members 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 SOCIAL MEDIA AND SOCIAL NETWORKING

I. PURPOSE

To assist establish guidelines for prudent member use of social media/social networking in order to protect the members, the District, and the public we serve.

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

It is the policy of SEFD to allow and encourage responsible and acceptable use of social media/social networking that will promote the District mission, uphold the District's positive public image, and protect the rights of District members and the public we serve.

IV. DEFINITIONS

- A. Social Media -- includes all means of communicating or posting information or content of any sort on the Internet, including but not limited to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website (i.e., Facebook, MySpace, YouTube, Wikipedia, etc.), web bulletin board or chat room, whether or not associated or affiliated with Sonoita-Elgin Fire District, as well as any other form of electronic communications.
- B. Social Network -- a platform where users can create profiles, share information, and socialize with other individuals using a range of technologies.
- C. Blog -- a self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.
- D. Post -- content an individual shares on a social media site or the act of publishing content on a site.
- E. Profile -- information that a user provides about himself on a social networking site.

- F. Speech -- an expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.

V. GUIDELINES

SEFD Social Media Sites

- A. Any SEFD social media site or page shall be approved by the Fire Chief prior to posting on the Internet, and shall be administered by the Fire Chief or his designated representative.
- B. Any SEFD social media page shall be linked to the District's official website, and shall be designed for the target audience(s), such as the community, members, or potential applicants for employment.
- C. SEFD social media pages shall clearly indicate that they are maintained by the District and shall prominently display the District logo and contact information.
- D. SEFD social media page content shall adhere to applicable laws, regulations, and policies, including all information technology and records management policies of the department.
- E. SEFD social media page content shall be subject to public record access laws and the associated retention schedules. Accordingly, all content must be managed, stored, and retrieved to comply with open records laws and policies. SEFD social media pages shall clearly indicate that any content posted or submitted for posting is also subject to public record access laws.
- F. SEFD social media pages shall clearly state that the opinions expressed by visitors to the pages do not reflect the opinions of the District. Additionally, SEFD social media pages shall clearly indicate that posted comments will be monitored and that the District reserves the right to remove obscenities, off-topic comments, and personal attacks.
- G. An member who is representing the District via use of any SEFD social media site shall identify and conduct oneself as a representative of the District and shall adhere to the District's policy entitled "Use of Electronic Communications Technology," as well as to the District's policy entitled "Standards of Conduct."
- H. The use of one's personal electronic communication device to manage the District's social media activity is prohibited without prior approval from the Fire Chief.

Member Use of Social Media

- I. Members are solely responsible for any online postings; accordingly, members shall ensure that their postings are consistent with all District policies, SOG's, standards of conduct, and/or administrative directives.
- J. Members are free to express themselves as private citizens on social media sites as long as their speech does not negatively impact the public perception of SEFD, and/or does not impede the performance of duties or create disharmony amongst coworkers.
- K. Members must be aware that their social media activity may reflect upon their position with the District, and that their speech, either on or off duty, may not necessarily be protected under the First Amendment.
- L. Members shall not post, transmit, or otherwise disseminate any information to which they have access only as a result of their employment with the District, unless they have written permission from the Fire Chief.
- M. Members shall not display District logos, uniforms, or similar identifying items on personal web pages without prior written permission from the Fire Chief. Similarly, members shall not provide personal photographs or other means of personal means of recognition that may cause them to be identified as an SEFD member without prior written permission from the Fire Chief.
- N. When using social media/social networking sites, members shall be respectful, fair and courteous to fellow members, customers, members of the public, or people who may work with SEFD. Members shall use discretion in ensuring that their postings reflect professional, respectful, and appropriate language and statements. The use of offensive language and/or disparaging remarks about the District or its members shall not be tolerated.
- O. Members shall maintain the confidentiality of the District's activities and/or information related to other members and members of the public.
- P. Members may not disclose information gained by reason of their employment with the District or post any statements or materials that could reasonably be considered to represent the views or positions of the District.

- Q. Members shall post only personal opinions and shall not represent themselves as a spokesperson for SEFD. If the District is a subject of the content being created, members shall be clear and direct about their affiliation with the District while making it clear that the opinions or views are not on behalf of SEFD and do not represent those of SEFD.
- R. Members should recognize that privacy settings and social media sites are constantly in flux, and should never assume that personal information posted on such sites is protected.
- S. Members should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the District at any time without prior notice.
- T. Any member who is aware of a violation of this policy, or who has knowledge of a posting or a website in violation of the provisions of this policy shall notify one's supervisor immediately.

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 SEFD member who drives a District vehicle.

III. POLICY

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

- G. Vehicles shall be driven within the operational and design limits of the vehicle. Special attention must be given to traffic, weather, and/or other road conditions.
- H. District vehicles shall not be used for the storage of personal belongings that could interfere with the use of the vehicle for any District purpose.
- I. The person to whom the vehicle is assigned shall be assigned to keep the vehicle clean and in good mechanical condition at district expense
- J. All accidents, regardless of the severity, and any damage to District vehicles shall immediately be reported to the Fire Chief. In the event of such, the driver shall ensure that required police reports are filed and insurance information is exchanged. The driver shall also follow District policy regarding drug/alcohol screening following a driving accident.
- K. In the event that a member is assigned a take-home vehicle and is required to be on call for a 24- hour period, the member shall be authorized to transport appropriately restrained passengers for infrequent, *de minimus* occurrences. If the member is required to report to an emergency scene with a passenger in the vehicle, the member shall not respond emergent (lights and siren) and the passengers shall remain in the vehicle during the emergency scene.

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 SEFD member who is issued a District credit card.

III. POLICY

It is the policy of the SEFD to provide District credit cards to certain members 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 members as approved by the Fire Chief. From time to time, the Fire Chief may assign a credit card to additional members for a specific time period or a specific use. These credit cards shall be carried by the assigned member and used when making authorized purchases for **District business only**. The use of District credit cards for any personal business is prohibited.
- B. Members must obtain and submit receipts for all purchases made on District credit cards.
- C. Upon receipt of the monthly credit card statement, the District CPA shall reconcile the receipts with the statement. In the event of missing receipts, the CPA will research the charges and determine who made the purchase. The member making the purchase will be required to provide the receipt or provide an explanation of the charge.
- D. If any charges are determined to be inappropriate or not pertaining to District business, the member will immediately reimburse the District for any unauthorized expense and shall be subject to disciplinary action as determined by the Fire Chief. In the situation where the member is the Fire Chief, the Board 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 Board determines the Fire Chief's use of the District

credit card was inappropriate or not pertaining to District business, the Board may further consider the matter and take appropriate action.

- E. If the member 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/or the potential for disciplinary action.
- F. If a member is informed that credit card privileges have been revoked, the member must immediately surrender all District issued credit card(s) to the Fire Chief. All District related expenses and purchases by the member will then require preauthorization and be paid through receipt reimbursement only until credit card privileges are restored at the discretion of the Fire Chief.
- G. In the event that a credit card is lost or stolen, the member shall immediately report the information to the Fire Chief or the Administrative Assistant.

PERSONAL FINANCES/GARNISHMENTS

I. PURPOSE

To comply with legal requirements surrounding wage attachments.

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

SEFD views the attachment of a member's wages (garnishment) as a serious matter, and encourages members 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, SEFD shall comply with any requirements as set forth in the court-ordered garnishment.

IV. GUIDELINES

- A. SEFD shall comply with all appropriate Federal and State regulations governing garnishments. Upon receipt of the appropriate writ or order, the member shall be notified of the garnishment process and amounts that are to be withheld from the paycheck.
- B. It is the responsibility of the member, 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 member.
- C. Because such writs, orders or attachments impose an administrative burden on the District, the District may seek reimbursement from the member for costs incurred by the District, as permitted by law.

PERSONAL PROPERTY

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

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

IV. GUIDELINES

- A. Members shall exercise reasonable care with respect to personal property, including wallets, purses, and other items of personal value.
- B. Members 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.
- C. Reimbursement shall not be made for damage caused by a member'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 a member suffers a loss as stated in Guideline "B" above, the member shall discuss with the Fire Chief the nature of the loss, the circumstances surrounding it and the reimbursement request. The Fire Chief shall determine the dispensation of the request.

SECURITY / PROPERTY SEARCH

I. PURPOSE

To set forth the District's right to search departmental property and member property that may be on District premises with the goal of maintaining a safe work environment.

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

It is the policy of SEFD that all District equipment, including desks, lockers, and other storage devices are the property of the District, and are therefore subject to inspection, along with the contents found within such equipment or within District facilities or vehicles.

IV. GUIDELINES

- A. Storage devices may be provided for the benefit of members; however, members shall have no expectation of privacy in the use of such.
- B. The District reserves the right to inspect these areas, along with any other area within District premises or vehicles. Additionally, the District reserves the right to inspect any articles found within them, at any time, with or without prior notice.
- C. Any search shall be conducted in a reasonable manner that is as least intrusive as appropriate given the circumstances. Depending upon the nature of the search, the member may be allowed to be present during the search.

BULLETIN BOARDS

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

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

- A. Legally required posters and notices
- B. District rules and regulations
- C. Safety rules and related information
- D. District announcements of meetings, drills, etc.
- E. District-sponsored events
- F. Training opportunities

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

IV. PROCEDURE

- A. Officers shall be responsible for ensuring the orderly appearance of the bulletin boards, posting new information, and removing dated materials.
- B. Any member who wishes to post information on a District bulletin board shall receive prior approval from the Fire Chief.

COMPENSATION ADMINISTRATION

I. PURPOSE

To provide a compensation system that provides for wages for paid members and stipends for volunteer members.

II. SCOPE

This policy applies to all SEFD members.

III. POLICY

It is the policy of the District to provide a compensation system that sets forth a schedule for wages for paid members and stipends for volunteer members. The schedules shall be established and approved annually by the Fire Board.

IV. GUIDELINES

Paid Members

- A. Newly hired members shall be paid the minimum step rate for their position, unless special circumstances are deemed by the Fire Chief to warrant a hiring rate at a higher level.
- B. Upon appointment to a position, a member's **classification date** shall be established, either based upon the original hire date or a promotion or reallocation to a different classification.
- C. **Longevity Increases** – If a member's performance meets the standard on the member's annual performance evaluation, and upon the approval of the Fire Chief, a member shall be eligible for a longevity increase as set forth on the salary scale. Each member shall be reviewed at least annually in order to determine the appropriateness of the longevity increase.
- D. **Cost of Living or Market Adjustment Increases** – In the event of a Board decision to grant a cost of living or a market adjustment increase, the determined percentage increase, shall be applied across the board to the salary scale. Upon such change to the scale, members' salaries shall increase accordingly. The cost of living increase shall not change the member's classification date.
- E. **Reinstatement** – If an individual who had left the employ of the District is rehired, the member may be reinstated to the original position (if vacant) and compensation level within one year. Upon

reinstatement, the member shall serve a 12-month probationary period, or less if deemed appropriate by the Fire Chief.

- F. **Reallocation of position to a higher grade** – If a position is reallocated to a classification with a higher salary range, the member 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 first step of the higher classification range, the individual shall be placed at the next closest step level. Such reallocation shall adjust the member’s classification date to the date of the reallocation.
- G. **Reallocation of position to a lower grade** – If a position is reallocated to a classification with a lower salary range, the member’s salary and classification date shall not change. However, if the member’s salary is higher than the maximum rate for the position, the Fire Chief shall authorize either a reduction in the member’s pay to the maximum of the range, or a “freezing” of the member’s salary until such time that the range maximum increases.
- H. In the event that a paid member is called in to duty for an all hands call, he shall be paid at the current per call reserve rate, as long as the call is not cancelled prior to the member’s arrival to duty.
- I. The maximum pay rate shall be at the top of the salary range for any position classification.

Volunteer Members:

- J. Volunteer members shall be paid a flat rate stipend for EMS transports only.

EMPLOYMENT CATEGORIES

I. PURPOSE

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

II. SCOPE

These categories and definitions apply to all members of the SEFD.

III. POLICY

The District shall maintain standard definitions of paid and volunteer employment status and shall classify members for purposes of personnel administration and related payroll transactions according to the following definitions. All members, with the exception of the Fire Chief, are at-will members, regardless of their employment category.

IV. DEFINITIONS

- A. **Exempt** -- Paid members whose positions meet specific tests established by the Fair Labor Standards Act and are exempt from overtime pay requirements.
- B. **Non-Exempt** -- Paid members whose positions do not meet FLSA exemption tests and are paid a multiple of their hourly wage for overtime hours worked. Fire suppression members receive overtime compensation for hours in excess of 182 hours per 24-day work period; non-exempt administrative or EMS personnel receive overtime for hours in excess of 40 hours per seven day period.
- C. **Regular** – Members who have successfully completed the one-year probationary period and are considered either as paid or volunteer members as per the Fair Labor Standards Act and who are employed for an indefinite period of time.
- D. **Probationary** – Paid or Volunteer members who have not yet completed the one-year probationary period. (Note: This probationary period can be extended, based upon performance as covered in policy entitled “Probationary Period”)
- E. **Suppression members** – Paid or volunteer members whose primary function is emergency incident response.

- F. **Full-time** -- Paid members who, on a regular, continuous basis, may be scheduled to work 40 hours per seven-day work period as non-suppression members or on average, 182 hours or more per 24-day period as suppression members.
- G. **Part-time** -- Non-suppression paid members scheduled to work less than 40 hours per seven-day pay period on a regular, continuous basis.
- H. **Temporary** -- Paid members who are hired or appointed for a specific project for a specific, limited time period.
- I. **Volunteers** -- Members who provide their services to the District on a voluntary basis and receive no wages for such services. In limited instances, volunteer members may receive per call stipends.

TIMEKEEPING AND RECORDKEEPING REQUIREMENTS

I. PURPOSE

To assure compliance with the timekeeping requirements set forth by the Wage and Hour Division of the Civil Rights Commission and to ensure appropriate payment of member wages and/or volunteer stipends.

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

In order to maintain accurate pay records, all paid members are required to complete a timesheet.

IV. GUIDELINES

- A. Timesheets cover the semi-monthly pay period but shall be completed at the end of each work day.
- B. Members are not permitted to sign in or begin work before their normal starting time or to stop work after their normal ending time without their supervisor's prior approval.
- C. The completion of another member's time record or the falsification of any time record is prohibited and may be grounds for disciplinary action, up to and including dismissal.
- D. In the event that a member is absent and therefore unable to complete a timesheet, it shall be the responsibility of the supervisor to complete and submit the timesheet for the member. In the case of mitigating circumstances, the payroll representative may complete a timesheet in order to facilitate timely processing of payroll. The member will still be required to sign the timesheet upon his return.
- E. Exempt members are not required to record daily hours, but shall submit a timesheet for the pay period. Any exceptions to the regular salary (i.e., holiday, PTO, jury duty) shall be noted.

V. PROCEDURE FOR TIMESHEET COMPLETION

- A. Non-exempt, non-suppression members shall record their starting time, time out for lunch (or other non-work time), time in from lunch, ending time and total hours worked for each workday. Suppression members are not required to record meal breaks, as such time is considered part of their total hours worked.
- B. Any absence from regularly scheduled work shall be explained on the timesheet (PTO, jury duty).
- C. All unscheduled overtime shall be identified by the supervisor authorizing the overtime on the timesheet.

PAY PERIODS/PAYCHECK DISTRIBUTION

I. PURPOSE

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

II. SCOPE

This policy applies to all paid members of the SEFD.

III. POLICY

It is the policy of the SEFD that wages shall be paid on a semi-monthly basis.

IV. GUIDELINES

- A. The payroll periods at SEFD are semi-monthly and paychecks shall be distributed to members on the fifteenth and last day of the month.
- B. Each payday, paid members shall receive a statement or check stub reflecting the total wages and/or stipends, any related deductions, and net pay. State, Federal, and Social Security taxes and member 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, members shall be paid the previous day.
- D. A member paycheck shall be given only to the member unless prior written authorization is provided for it to be given to someone else.
- E. The member shall report any error with paychecks to the Administrative Assistant, who shall ensure correction.

WORK SCHEDULES (PAID SUPPRESSION MEMBERS)

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 shift-assigned paid suppression members.

III. POLICY

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

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 0700 hours and ends the following day at 0659 hours.
- B. The **workweek** for SEFD suppression members is Sunday through Saturday, beginning at 0700.
- C. The **work period** for purposes of calculation of overtime is 24 days.

V. GUIDELINES

- A. Supervisors are entitled to establish schedules with the approval of the Fire Chief, reschedule hours of work, and schedule overtime hours, as deemed necessary.

WORK SCHEDULES (NON-SUPPRESSION MEMBERS)

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 non-fire suppression members.

III. POLICY

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

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 SEFD is Sunday through Saturday, beginning and ending at midnight.

V. GUIDELINES

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

OVERTIME COMPENSATION

I. PURPOSE

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

II. SCOPE

This policy applies to all hourly, non-exempt paid members.

III. POLICY

Based upon the normal shift 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, SEFD may at times require any paid member to work additional overtime when deemed necessary by a supervisor. Non-exempt paid members shall receive payment for overtime in accordance with the overtime provisions of the Fair Labor Standards Act.

IV. DEFINITIONS

- A. **Fire Suppression members** – Overtime is defined as all work performed in excess of 182 hours in the 24-day work period.
- B. **Non-suppression and EMS personnel** – Overtime is defined as all work performed in excess of 40 hours in the work week.
- C. The overtime rate is defined as one and one-half times the regular hourly rate, which shall include the base hourly rate and any wage differential pay.
- D. Overtime shall be paid in quarter-hour increments. If a member 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 Fire Chief is required for members working overtime that is above and beyond the normal work schedule.
- B. Paid absences shall be included in computing the number of hours worked for purposes of the computation of overtime pay.
- C. Exempt members do not receive overtime compensation.

- D. In order to avoid overtime hours, management has the discretion to require a member to flex his schedule so as to avoid working overtime.

PERFORMANCE REVIEWS

I. PURPOSE

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

II. SCOPE

This policy applies to the performance review of all paid members, with the exception of the Fire Chief.

III. POLICY

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

- A. To provide members with full and accurate information and feedback concerning their performance.
- B. To identify performance elements in which members do well and those elements that require improvement. To establish plans to correct performance shortcomings and to establish goals for the following year.
- C. To provide members with the opportunity to ask questions and/or give comments and feedback regarding their overall volunteer employment with the District.
- D. To facilitate planning for future training.

IV. GUIDELINES

A. Evaluation Criteria

- 1. All performance evaluations shall be completed on the approved form.
- 2. National Fire Protection Association (NFPA) Standards of Professional Qualifications and SEFD 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. The Fire Chief or his designated representative shall approve the performance evaluations.

V. PROCEDURES FOR PERFORMANCE REVIEW PROCESS

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

A. Timing

Evaluations During the Probationary Period

1. All new members shall receive a written performance review upon completion of 30, 60, 90, and 180 days and again at the end of the 12-month probationary period so as to ensure that the member is progressing as expected during the probationary period.

Other Evaluations

2. Beyond the probationary period, all members shall receive annual reviews.
3. Informal performance reviews may occur at the discretion of the supervisor at either 3 or 6-month intervals based on performance improvement plans or other performance issues.

B. Performance Review Discussion

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

C. Member Signature

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

D. Retention of Performance Evaluations

1. All written performance evaluations shall be maintained in the member's central personnel file.

PROMOTIONS

I. PURPOSE

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

II. SCOPE

This policy applies to all paid members of the SEFD.

III. POLICY

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

IV. DEFINITION

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

V. GUIDELINES

- A. All members are encouraged to seek advancement opportunities and to obtain promotional guidance from their immediate supervisor and/or the Fire Chief.
- B. Eligibility for promotion shall be determined by the member's ability to meet the requirements of the vacant position. In addition, the member must have maintained a satisfactory performance record.
- C. Promotional testing shall only be open to non-probationary members who meet the minimum requirements set forth for the position. Exceptions may be made at the discretion of the Fire Chief as necessary to meet specific District needs.
- D. In screening, testing, and selecting candidates for promotion, management may consider attendance, work history, performance appraisal records, education, attitude, compatibility, credibility, responsibility, and any job-related qualifications.
- E. Depending upon the nature of the position, the Fire Chief may opt to conduct written examinations, skills assessments (practical evaluations), oral interviews, or any combination thereof.

- F. If an eligibility list has been previously established for a position and the position becomes available, the Fire Chief or designated appointing authority may exercise the “Rule of Three” (as defined in Recruitment and Selection policy) to determine who shall be offered the position. Accordingly, any of the top three candidates on the eligibility list may be appointed. Any candidate passed over shall be notified within a week of the reasons for the appointment results.
- G. If a member placed on an eligibility list is offered a promotion, and subsequently rejects the promotion, the member may remain on the eligibility list. If this occurs a second time and the member rejects the promotional opportunity, the member’s name shall be removed from the list.
- H. When a member is promoted to a position within a higher classification, the member’s pay shall be increased to the minimum of the classification.
- I. Upon promotion, the member shall be given a revised classification date and shall begin serving the twelve-month promotional probationary period.
- J. If a member does not satisfy the probationary requirements of a promotion and is returned to the member’s original position or another position in the same classification level as the original position, the member’s salary shall be adjusted to the same level received prior to promotion, plus any annual or other salary increase for which the member may have otherwise been approved during the promotional probationary period.

DEMOTIONS

I. PURPOSE

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

II. SCOPE

This policy applies to all paid members of the SEFD.

III. POLICY

It is the policy of SEFD to consider the option of placing a member in a position of lower classification status and/or pay grade if the member 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 a member to a position of a lower classification status and/or pay grade.

V. GUIDELINES

- A. A member may request a demotion if the member is no longer able or willing to carry out the duties of the current position. In the event that a member makes such a request, it may only be considered if a position of lower rank is available, or if someone in the lower classification is eligible and willing to promote. In such a situation, at the discretion of the Fire Chief, the member requesting the demotion may have to participate in the designated selection process for the lower position. If a demotion decision is made, the member's pay shall be adjusted at the discretion of the Fire Chief. However, any 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 member of the current duties, demotion may be an option. If such a determination is made, the member'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. In such an instance, the reduction in pay may not result in a base pay rate lower than the designated range. In the event that the member's previous position reopens, the layoff shall be reversed and the member's original rate of pay shall be reinstated.
- D. Any member who is demoted with a reduction in pay shall be notified in writing prior to the effective date.
- E. If the demotion is voluntary and the demoted member has achieved regular status in the previous classification, the member shall be entitled to regular status in the class to which the member has been demoted. Thus, the member shall not be required to complete a probationary period in the previous classification.
- F. If the demotion is involuntary, the member shall be required to complete a 12-month probationary period in the new classification

SHIFT TRADES

I. PURPOSE

To allow paid members to take time off without using paid leave hours or without taking leave without pay.

II. SCOPE

This policy applies to all paid suppression members.

III. POLICY

In accordance with the Fair Labor Standards Act, it is the policy of SEFD to allow eligible members to “trade time,” working for one another to avoid either member from losing paid leave hours when taking time off.

IV. GUIDELINES

- A. The member taking time off shall be paid for normal hours worked, while the District shall not pay the member working for the other member. The member working shall be compensated at a later date when the other member repays those hours traded.
- B. Time trades require a two-week prior approval by the immediate supervisor of both individuals involved and shall not affect the operational effectiveness of the District, nor shall they create a financial burden on the District.
- C. Trades shall only occur between members of the same rank and medical certification (i.e, Captain with Captain, Firefighter with Firefighter, EMT for EMT, CEP for CEP), unless previously approved by the Fire Chief.
- D. No member may have more than 48 hours of open shift trades at a given time.
- E. Members shall satisfy shift trades within 60 days. In the event that both parties wish to extend this timeframe, the paperwork must be resubmitted noting the new dates.
- F. Fiscal problems caused by failure to complete the trade will be the responsibility of the individual who has agreed to work the time. In the event that an individual fails to work the traded shift, that

member shall have the hours deducted from his PTO accrual at an overtime rate.

- G. The District shall not assume responsibility for any shift trade not satisfied.
- H. Members shall not work in excess of 48 consecutive hours. This calculation of consecutive hours shall include hours served in any emergency response position at any agency. If a member works 48 consecutive hours, the member must have a minimum of a 12 hour break prior to returning to duty. In the case of mitigating circumstances, the Fire Chief may grant exception to this guideline.
- I. Shift trade shall not be permitted for a member who is unable to work due to an illness or injury or for purposes of outside employment. Exceptions may be made at the discretion of the Fire Chief.
- J. If a member is unable to fulfill his portion of the shift trade due to District initiated action or assignment (i.e. out of district wild fire assignment, etc.), the District will fill the vacant position and the trade will be canceled or the member will be responsible to complete the trade at a later date.

V. PROCEDURE

- A. The member initiating the shift trade shall submit proper documentation for approval by the Fire Chief.
- B. The Fire Chief shall either approve or deny the request. Approvals shall be documented and entered on the duty calendar. Denials shall be returned to the member requesting the trade.

GENERAL BENEFITS

I. PURPOSE

To provide a benefit package that complements the compensation package offered to SEFD members.

II. SCOPE

This policy applies to all paid members of the District.

III. POLICY

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

- Paid Time Off
- Earned Paid Sick Time
- Holiday Pay
- Health Insurance
- Dental Insurance
- Vision Insurance
- Worker's Compensation (also provided to volunteer members)
- Uniforms
- Retirement
- Education/Training Assistance

HOLIDAYS

I. PURPOSE

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

II. SCOPE

This policy applies to full-time and part-time paid members.

III. POLICY

On the following traditional holidays, the administrative offices will be closed:

- New Year's Day (January 1)
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)

Full-time suppression members may be required to work on holidays but shall receive holiday pay according to the guidelines below.

IV. GUIDELINES

- A. District-paid holidays which fall on a Saturday will be observed by administration on the preceding Friday; District-paid holidays which fall on a Sunday will be observed on the following Monday.
- B. Full-time, non-exempt, non-suppression members shall receive eight hours of holiday pay in lieu of working. Exempt members shall receive their normal salary.
- C. If the holiday falls on the regularly scheduled workday of a part-time member, he shall receive holiday pay for the actual number of hours he would normally have worked.

- D. Full-time suppression members who work on the holiday shall receive twelve hours of holiday pay at the overtime rate.
- E. Holiday pay will not be counted as additional "hours worked" for purposes of calculation of overtime.

PAID TIME OFF

I. PURPOSE

To provide a paid time off benefit that will provide payment for time off for restful break from the work routine, as well as to provide income protection in the event of illness or injury.

II. SCOPE

This policy applies to all full-time paid members and part-time administrative paid members.

III. POLICY (Note: The PTO accrual schedule becomes effective 7/1/16)

It is the policy of SEFD to provide PTO accrual on a semi-monthly basis for all **full-time suppression** members as follows:

<u>Years Of Service</u>	<u>Semi-Monthly Accumulation</u>
0 - 4	10.00 hours (10 shifts/year)
5 - 9	12.00 hours (12 shifts/year)
10 -14	15.00 hours (15 shifts/year)
15+	17.00 hours (17 shifts/year)

SEFD shall provide PTO accrual on a semi-monthly basis for all **full-time administrative or non-shift suppression** members as follows:

<u>Years Of Service</u>	<u>Semi-Monthly Accumulation</u>
0 - 4	6.15 hours (20 days/year)
5 - 9	7.69 hours (25 days/year)
10 - 14	7.23 hours (30 days/year)
15+	10.77 hours (35 days/year)

IV. GUIDELINES

- A. PTO is to be used at the discretion of the individual member. While a portion of the time is intended for rest and relaxation, it is strongly encouraged that members maintain a balance of time in order to provide income protection in the event of illness, injury or a need to attend to medical care of oneself or family members.
- B. Part-time administrative members shall receive PTO accrual on a pro-rated basis.

- C. While PTO accrual begins upon completion of the first full pay period of employment, the PTO is not actually earned and therefore available for use until completion of six months of service.
- D. The effective date for change in accrual rate is the first day of the pay period immediately following the completion of the 5th, 10th, and 15th year of continuous service.
- E. Maximum accrual of PTO shall be two times the member's annual accrual rate. Any excess PTO accrual not used must be used within 30 days, or the member shall forfeit the time.
- F. Under extenuating circumstances, the Fire Chief may allow a member to carry-over PTO hours in excess of the maximum allowable. The Fire Chief shall notify the member 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 PTO should be requested no later than two weeks prior to the requested PTO time.
- H. Scheduled PTO may be taken in increments not to exceed two calendar weeks.
- I. Time off that may be covered under the Earned Paid Sick Leave policy shall first be deducted from the employee's EPST accrual, based upon the annual usage and accrual guidelines. After exhaustion of the employee's annual usage and/or accrual, such time off shall be deducted from the employee's PTO accrual. (See policy entitled "*Earned Paid Sick Leave*")
- J. Unscheduled PTO may be taken in the event of unforeseen medical situations that render the member unable to work, or if the member is needed to care for a family member with an illness or injury.
- K. In the event that a supervisor believes that a member should not be at work due to illness, the member may be relieved of duty and required to use accrued PTO.
- L. In the event that a member is out on PTO for three consecutive scheduled workdays for medical reasons, the member shall be required to provide a written doctor's release to return to work.

- M. Likewise, when a member is absent from work the day before or the day after a holiday or vacation day or anytime during the two week period prior to termination, and the time off is unscheduled PTO , the Fire Chief may opt to require the member to provide a written doctor's release to return to work.
- N. At the discretion of the Fire Chief, the member may also be required to undergo a *Return to Work Evaluation* or a *Fitness for Duty Examination* through a District-appointed physician. In such event, the District shall cover the cost of such examination.
- O. PTO hours shall not be counted as "hours worked" for purposes of the calculation of overtime.
- P. Unused, accrued PTO hours will only be paid out upon termination of employment according to the following guidelines:
- If the employee has been a full-time employee for less than three years, unused, accrued PTO hours will not be paid out.
 - If the employee has been a full-time employee for greater than three years, but less than five years, unused, accrued PTO hours will be paid out at 50%.
 - If the employee has been a full-time employee for greater than five years, unused, accrued PTO hours will be paid out at 75%.

EARNED PAID SICK TIME

I. PURPOSE

To ensure compliance with the Arizona Fair Wages and Healthy Families Act by providing paid members with up to forty (40) hours per year of earned paid sick time (EPST).

II. SCOPE

This policy applies to all paid members of the District, including full-time, part-time, reserve, and temporary.

III. POLICY

It is the policy of SEFD to provide earned paid sick time (EPST) according to the guidelines below.

IV. DEFINITION

For purposes of this policy, a **family member** shall be defined as follows:

- A child of any age (biological, adopted, foster, stepchild, child of a domestic partner, a legal ward, or any child to whom the member is *in loco parentis* or was when the person was a minor)
- A parent (a biological, stepparent, adoptive parent, foster parent, or legal guardian of a member or the member's spouse/domestic partner, or a person who stood *in loco parentis* when the member or member's spouse/domestic partner was a minor child)
- A spouse or domestic partner
- A grandparent, grandchild or sibling (biological, foster, adoptive or step-relationship of the member or member's spouse/domestic partner)
- Any other individual related by blood or affinity whose close association with the member is equivalent to a family relationship.

V. GUIDELINES

- A. Members shall earn one (1) hour of EPST for every thirty (30) hours worked, up to a maximum of forty (40) hours per fiscal year (July 1 – June 30).
- B. EPST shall be paid at the member's normal hourly rate and shall be counted as hours worked for the purpose of the calculation of overtime. EPST for exempt members shall be paid at an hourly rate

equivalent to 1/40th of their weekly salary. Members whose positions are defined as exempt under the FLSA shall be granted the EPST under the assumption that they work 40 hours per week. Any work in excess of 40 hours in the week shall not entitle the exempt member to additional EPST accrual. All members may take EPST in increments of quarter hour or greater.

- C. Members shall accrue EPST upon hire, but shall not be entitled to use the EPST until the 90th day of employment. Prior to 90 days, sick leave shall be deducted from the member's PTO accrual, if available. If the member has no accrued PTO, the time off shall be without pay.
- D. Any unused, accrued EPST shall be carried over to the next fiscal year up to a maximum balance of 80 hours; however, members may not use more than 40 hours of accrued EPST in any fiscal year.
- E. EPST may be used in the following circumstances:
 - 1. For the member's own medical illness, injury or health condition, or for care/treatment of such; or for preventative medical care.
 - 2. For the care of a family member with an illness, injury or health condition, or for their care/treatment of such, or for their preventative medical care.
 - 3. In the event of closure of the District due to a public health emergency or member's need to care for a child whose school or place of care has been closed due to a public health emergency, or if the member or a family member has been determined by health authorities to jeopardize the health of others because of exposure to a communicable disease.
 - 4. For the purpose of absence needed due to domestic violence, sexual violence, abuse or stalking, provided that the time away from work is to allow the member to obtain assistance for oneself or a family member.
- F. Unused, accrued EPST shall not be paid at the point of termination. In the event that a member separates employment and is later rehired within nine months, any unused, accrued EPST at the time of the termination shall be reinstated.
- G. In the event of a need for time off for any of the reasons set forth in Guideline E above, the member shall first use any accrued EPST. Upon exhaustion of the member's EPST annual usage and/or accrual, the time shall then be deducted from the member's PTO accrual.

- H. If the EPST is foreseeable, members shall make a good faith effort to submit a Leave Request form at least two weeks in advance to their supervisor, who shall forward to the Fire Chief for final approval. Additionally, members shall make a good faith effort to schedule the use of EPST in a manner that does not duly disrupt District operations.
- I. If the member has a need for EPST that is not foreseeable, the member shall personally notify the on-duty Battalion Chief (for suppression personnel) or the Fire Chief (for non-shift personnel) as soon as possible, and no later than two hours prior to the start of the member's scheduled starting time. If the member is unable to make the notification personally, the member shall designate another person to make the notification on the member's behalf.
- J. In the event that a member uses three or more consecutive scheduled work days of EPST, the District may require documentation that the EPST has been used for any of the purposes listed in Guideline E above. If the absence is due to the member's own or member's family member's health issue, documentation from the health care provider shall be acceptable. If the absence is due to domestic violence, sexual violence, abuse or stalking, the member may provide written documentation from law enforcement, the courts (court order, protective order, injunction against harassment, etc.), an attorney involved in the matter, the domestic or sexual violence program or victim services program, a witness advocate, clergy or medical professional, or directly from the member.
- K. Members shall not be requested to explain the nature of the health condition or the nature of the domestic violence, sexual violence, abuse or stalking. Any information the District may receive shall be kept confidential.
- L. In the event that the member's use of EPST is due to a qualifying event under the FMLA, the time spent on EPST may also be counted toward the member's FMLA entitlement.
- M. In the event that the member's use of EPST is also a qualifying event under the ADA, The District has the right to require evidence of disability or a serious health condition in accordance with federal law.
- N. In the event that the member's use of EPST is related to a Workers' Compensation illness or injury, the member may be required to undergo a fitness-for-duty examination prior to return to duty.

- O. Members shall not be discriminated against or subjected to retaliation for using EPST.
- P. There shall be no cash payment in lieu of a member using EPST.
- Q. Information regarding members' rights under the Fair Wage and Healthy Families Act is provided on a poster on the District's bulletin boards for members. Additional information is available on the Industrial Commission website at www.azica.gov.

GROUP HEALTH, DENTAL AND VISION INSURANCE

I. PURPOSE

To assist members in providing protection in the event of a need for medical, dental or vision care attention.

II. SCOPE

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

III. POLICY

It is the policy of SEFD to make available group health, dental and vision care insurance benefits to full time paid members.

IV. GUIDELINES

- A. When a paid member is eligible, coverage becomes effective on the first day of the month following 45 days of full-time employment.
- B. Paid members may enroll in the group health, dental, and vision insurance plans. The cost of the premiums is the responsibility of the member and shall be paid through payroll deduction.
- C. Eligible members may also elect dependent care coverage; the full cost of the premiums for the dependent coverage shall be paid by the member through payroll deduction.
- D. Coverage under the group health care insurance plan will end on the last day of the month in which employment terminates, or at the time the member or eligible dependent no longer meets eligibility requirements.
- E. Detailed information regarding the available plans is provided in the plan description materials, available in the Administration Office. Members are encouraged to obtain this information in order to become fully informed of the benefit provisions.

Continuation of Coverage

- F. Should a member and the member's dependents lose coverage of group health insurance due to termination of employment or a reduction in hours to less than full time, they shall be eligible for continuation of coverage in accordance with the Arizona Mini-

COBRA law. Should the member's spouse and/or dependents lose coverage due to the death of a member, divorce or legal separation, eligibility for Medicare or loss of dependent status, the spouse and/or dependents may be eligible for continuation coverage. The duration of the continuation period is dependent upon the qualifying event.

- G. Should the member and/or the eligible dependents elect to continue coverage as members of the District's plan, they shall be charged 100% of the entire premium plus an additional five (5) percent to cover administrative fees.
- H. Premiums are subject to change if the rates being charged to the District are increased or decreased.
- I. Continuation of coverage may end in the event of any of the following:
 - 1. Failure to make timely payments of all premiums, or
 - 2. Assumption of coverage under another group plan or Medicare entitlement, or
 - 3. Termination of the District's group health insurance.
- J. If this election for continuation of coverage is made, the member shall also have the right to convert this coverage to an individual policy with the insurance carrier at the end of the allowable continuation period.
- K. Members who are facing such a qualifying event are encouraged to contact the Administrative Assistant to obtain detailed information regarding one's rights to continuation of benefits.

V. PROCEDURE

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

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM

I. PURPOSE

To provide a benefit for suppression members for loyal and faithful service and assist them in financial preparation for retirement.

II. SCOPE

This policy applies to all full-time paid suppression members.

III. POLICY

It is the policy of the SEFD to provide a benefit to full-time suppression members 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. Paid members become eligible for automatic participation in the retirement plan upon their date of full-time employment in a suppression position.
- B. The District and the member contribute a percentage of the member's gross wages to the retirement account. The percentage is established on an annual basis by PSPRS.
- C. Details of the retirement benefit are outlined in Arizona Revised Statute.
- 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 or the PSPRS website.

ARIZONA STATE RETIREMENT BENEFITS

I. PURPOSE

To provide a benefit to paid administrative or non-suppression members for loyal and faithful service and assist them in financial preparation for retirement.

II. SCOPE

This policy applies to full-time non-suppression members.

III. POLICY

It is the policy of the SEFD to provide a benefit to eligible full-time paid members in recognition of their service and to aid them in preparing for their retirement by providing a contribution to the Arizona State Retirement System.

IV. GUIDELINES

- A. Full-time administrative or non-suppression members shall become eligible for automatic participation in the Arizona State Retirement System upon their date of full-time employment.
- B. The District and the member each contribute a percentage of the member's gross wages to the Arizona State Retirement System. This percentage is established by the ASRS.
- C. Details of the retirement benefit are outlined in Arizona Revised Statute.
- D. Withdrawals from the Arizona State Retirement System prior to termination of employment are not permitted. The purpose of the plan is to provide retirement benefits, not to provide loans.
- E. The Arizona State Retirement System is administered in accordance with applicable IRS (Internal Revenue Service) and ERISA (Member Retirement Income Security Act of 1974) regulations.
- F. Further details of the plans are available through the Administration Office or through the Arizona State Retirement System website.

STATUTORY BENEFITS

I. PURPOSE

To comply with Federal and State laws covering mandated benefits.

II. SCOPE

This policy applies to all paid members of the District, except as noted in the guidelines regarding Social Security. Additionally, the section on Worker's Compensation benefits applies to volunteer members.

III. POLICY

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

IV. GUIDELINES

- A. **Social Security** – Members are required by law to have a valid Social Security number and to contribute to the Social Security system, unless otherwise covered through a qualified public retirement system (i.e., PSPRS). For members not participating in the PSPRS, FICA contributions are deducted from each paycheck at a rate fixed by Congress. An equal sum is contributed to each member's account by SEFD. For those members covered by the PSPRS and the Volunteer Pension Fund, only the Medicare portion of the FICA deduction is withheld and matched by the District. Both the rate and the taxable base change periodically as specified by Federal statutes.
- B. **Workers' Compensation Insurance** – All paid and volunteer members 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."
- C. **Unemployment Insurance** - The laws governing administration of this benefit are controlled by the State of Arizona. If a paid member should lose a job with the District, the individual should notify the local office of the State Unemployment Division. Determination of benefits shall be made solely by the State of Arizona, not by any person employed by SEFD.

WORKERS' COMPENSATION

I. PURPOSE

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

II. SCOPE

This policy applies to all members of SEFD.

III. POLICY

All members of the SEFD are insured and 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 all members to comply with occupational safety and health standards, as well as hazard identification and elimination, all of which are applicable to their own actions and job responsibilities.
- B. Members are required to immediately report to their immediate supervisor any illness or injury that is attributable to work, regardless of the severity.
- C. In the event that a volunteer member is on inactive status or a paid member is off duty due to work-related injury or illness, a District representative should maintain frequent contact with an injured member to provide support and encouragement in the recovery process.
- D. Any member who has been unable to work due to a work-related illness or injury shall be required to undergo a *Return to Work Examination* or a *Fitness for Duty Examination* through a District-appointed physician.
- E. Workers' Compensation provides the following types of benefits:
 - 1. Compensation – When a paid member is unable to work due to a disability arising out of employment, the member is eligible for payments of 66.67% of weekly pay up to a monthly maximum as set forth by State law. Payment begins after a seven-calendar day waiting period (Note: In

determining the date payment begins, the day of the actual injury is not counted in the wait period). In the event of immediate hospitalization or that the disability extends beyond 14 days, the disability benefit shall be effective from the first day of the illness or injury.

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 paid or volunteer employment, a further award may be made by the insurance carrier in accordance with State law.
- F. Supplemental Benefits Plan: In the event that a full-time PSPRS covered member suffers a work-related injury, the member may apply for coverage under a supplemental benefits plan for a six-month period. If accepted, this plan shall provide compensation to supplement the Workers' Compensation benefit in order that the member receives the identical base salary less the amount of the Workers' Compensation payment, taxes, and any other voluntary deductions. Additionally, if the member is accepted into this plan, the District shall pay the member's portion of PSPRS contribution for the initial six-month period. During the time the member is receiving both Workers' Compensation payments and supplemental benefits, the member’s PTO and EPST accruals shall be frozen; the member shall not be required to use PTO or EPST, nor shall the member accrue additional PTO or EPST. These supplemental benefits may be denied if the member incurred the injury while engaging in conduct that is in violation of District policy or as a result of gross negligence.
- G. In order to avoid suffering a loss of income due to a work related injury or illness, any member not covered under the supplemental benefits plan noted in Guideline "F" above may elect to utilize accrued EPST or PTO to make up the difference between the member’s normal SEFD earnings and the amount being paid by Worker’s Compensation, less taxes and other voluntary deductions. Likewise, a member who has received and exhausted the benefits provided under the supplemental benefits plan noted in Guideline "F" above may elect to utilize accrued EPST or PTO to make up the difference between normal pay and the amount paid by Workers' Compensation, less taxes and other voluntary deductions. The

member shall coordinate with Administration to make necessary arrangements for payroll and tax adjustments during such time.

- H. While on leave for a work-related illness or injury, the District will continue to pay the same amount of premiums for District-provided insurance for up to a period of 12 months. Beyond that period, the member shall be required to pay such premiums or to discontinue coverage.
- I. Under some circumstances, SEFD may require an injured or ill member to be seen by a District-designated medical provider as a condition of filing a Workers' Compensation claim on behalf of the member. If such requirement is made and the member chooses not to be seen by the provider in accordance with this policy, the member may be denied eligibility for Workers' Compensation payments.
- J. It is the philosophy of SEFD 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. Light duty work shall be evaluated by the Fire Chief on an individual case basis. Every effort shall be made to return the member to the pre-injury job, a modified similar job or another position available within the District.
- K. In the event that a paid member is approved for and offered a light duty assignment and chooses not to accept the assignment, he shall be denied continuation of Worker's Compensation benefits, including the supplemental benefits described in Guideline "F" above, and may be subject to disciplinary action.

V. PROCEDURE FOR FILING A WORKERS' COMPENSATION CLAIM

- A. The member is to immediately notify the supervisor of any work-related illness or injury. The member and supervisor must both complete and sign a "Supervisor's Report of Industrial Accident" form and submit it to the Administration Office as soon as possible but not more than 24 hours after the injury.
- B. The member shall be given a form to present to the individual or facility where the member is to receive medical treatment.
- C. The supervisor shall also complete the "Supervisor's Investigation" segment of the form as directed in the instructions. The supervisor shall obtain pertinent information about the accident, illness or

injury, noting injury details, unsafe acts and conditions, witness statements, and remedies to prevent similar occurrences in the future.

- D. The Administrative Assistant 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 member for completion and submission in order to process payments as necessary.
- F. If a paid member becomes entitled to compensation from the carrier, it shall be the responsibility of the member to contact the Administrative Assistant for coordination of payment.
- G. If the member is eligible to apply for supplemental benefits coverage as outlined in Guideline IV.F. above, the member shall submit a written request to the Fire Chief for benefits under the plan. The request shall be filed within 14 days of receipt of notification of receipt of lost time benefits from the Workers' Compensation carrier. The Fire Chief shall provide notification of approval or denial of supplemental plan benefits to the member within 14 days.
- H. A member who is absent from work for three days or longer due to a Worker's Compensation injury or illness shall also be placed on Family Medical Leave (see policy entitled "Family Medical Leave Act"), if eligible.

FAMILY AND MEDICAL LEAVE ACT

I. PURPOSE

To ensure compliance with the Federal Family and Medical Leave Act (FMLA).

II. SCOPE

This policy shall only apply if the District employs at least 50 paid members within a 75-mile radius, in such instance, it shall apply to paid members who have been employed by the District for at least 12 months and worked at least 1250 hours during the 12 months immediately preceding the commencement of the leave.

III. POLICY

Family and Medical Leave Entitlements

In accordance with the FMLA, eligible members 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 a member.
2. A serious health condition of the member that renders the member 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 a member 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 members 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 District member.
- 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 member unable to perform the functions of the job.
- D. A **health care provider** is defined as a licensed doctor, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse-midwife, or clinical social worker; or Christian Science practitioner; or any health care provider recognized by the employer; or a health care provider who practices in a country other than the U.S. who is authorized to practice under the laws of that country.
- E. A **qualifying exigency** is defined as a non-medical activity, which includes short-notice deployment, military events and related activity, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities where the employer and member agree to the leave.
- F. A military **caregiver** is defined by the National Defense Appropriates Act (NDAA) as a spouse, child, parent, or next of kin caring for a member of the Armed forces who is undergoing medical treatment, therapy, recuperation, or is otherwise in outpatient status or on temporary disability retirement of a serious injury or illness. The serious injury or illness must have been incurred in the line of active duty.

- G. The allowance for 12 weeks in a “12-month Period” shall be measured forward from the first day of the member’s FMLA leave.

V. GUIDELINES

Eligibility

- A. Eligible members 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 one year after the date of the event.

Benefits

- C. Members shall be required to use any accrued EPST and PTO leave at the commencement of the leave. Members who exhaust their paid leave prior to the end of their leave period shall then be on an unpaid leave. Exception to this guideline shall be made for a PSPRS-covered member who is receiving Workers' Compensation lost-time wage replacement benefits and is granted eligibility under the Supplemental Benefit Plan (see policy entitled "Workers' Compensation"). In such a case, the member's leave accrual shall be frozen and the member shall not utilize accrued EPST or PTO.
- D. Group insurance benefits shall be provided for the duration of the FMLA leave as though the member were on an active status.
- E. Insurance coverage may terminate if the District learns the member does not intend to return to work or if the member does not return to work as scheduled.
- F. Accrual of benefit calculations for paid leave shall cease while the member is on 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 member'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. Members 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 a member 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 a member. 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, a member whose leave was due to the member's own serious health condition shall provide a release to return to work from the member's own health care provider. Failure to provide the release may result in a delay in the member's return to work.
- L. The member shall be restored to the same position held before the leave or to an equivalent position with equivalent pay and benefits, unless the member has been identified as a "key member," as defined below Guideline "M-2."
- M. Job restoration may be denied in very limited circumstances:
 - 1. If the District can prove that a member would not still be employed even if the leave had not been taken (i.e., layoff or completion of a specific project the member was hired to work), or
 - 2. If the member is a "key member," defined as a salaried member amongst the highest paid ten-percent of all members, provided that the denial is necessary to prevent substantial and grievous economic injury to the District.

VI. PROCEDURES

- A. Members requesting FMLA leave shall complete a “Request for Family Care or Medical Leave” form. In the event of a foreseeable leave, the member shall provide 30 days notice. If leave is unforeseeable, verbal notice shall be given within two working days of when the member 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 a member 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 member 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 member 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 member 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, a member whose leave was due to the member'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 member's return to work.
- G. Upon receipt of the member's release to return to work from the personal physician, the District may opt to send the member for a fitness-for-duty examination by the District-designated physician.

PERSONAL LEAVE OF ABSENCE

I. PURPOSE

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

II. SCOPE

This policy applies to paid or volunteer members of the District who have completed at least one year of service.

III. POLICY

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

IV. GUIDELINES

- A. Personal Leave may be granted to a member 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.

Volunteer Members:

- B. Any volunteer member who intends to be away from the District for a period of longer than 30 days shall be required to apply for a leave of absence. A volunteer member requesting a Personal Leave shall submit the request to the Fire Chief. The Fire Chief shall retain sole discretion in the granting of personal leaves of absence.
- C. If granted, a volunteer member on a Personal Leave of Absence shall be required to return all District-issued items to the Fire Chief for the duration of the absence.

Paid Members:

- D. A paid member requesting a Personal Leave shall submit the request to the immediate supervisor, who shall seek approval from the Fire Chief. The Fire Chief shall retain sole discretion in the granting of personal leaves of absence.

- E. Personal leave of absence shall not be granted for purposes of other employment, including self-employment.
- F. If granted, a paid member on a Personal Leave of Absence shall be required to exhaust all EPST (if applicable) and PTO leave accrual, after which point the leave shall become unpaid.
- G. EPST and PTO benefits shall cease to accrue during the unpaid Personal Leave of Absence.
- H. Any group 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 member continues to receive paid EPST and/or PTO, after which point the member shall be required to pay the entire insurance premiums, including any portion normally paid by the District.
- I. Upon completion of the Personal Leave of Absence, the District shall make every effort to place the member 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 leave.
- J. In order to return to work following the leave of absence, the paid or volunteer member shall be able to prove that all certifications and skills are still satisfactory for the position.
- K. PSPRS will accept authorized leave without pay as "service" but not as "credited service" (i.e., the anticipated retirement date may be extended).
- L. When a paid member returns to work after a Personal Leave of Absence in excess of thirty (30) calendar days, the member's annual review date shall be adjusted accordingly.

V. PROCEDURE

- A. A member requesting a Personal Leave of Absence shall submit a written request as far in advance as possible. 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 member or a member of the immediate family shall notify the District as soon as is practical and the member shall follow up with a written request within seven calendar days.

BEREAVEMENT LEAVE

I. PURPOSE

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

II. SCOPE

This policy applies to all full-time paid members.

III. POLICY

In the event of a death of a member of a paid member's immediate family, the member shall be granted time off with pay according to the guidelines set forth below.

IV. DEFINITION

For purposes of this policy, "immediate family" member will include spouse, child or stepchild, sibling, parent, grandparent and corresponding in-laws.

V. GUIDELINES

The following guidelines will apply to bereavement leave situations:

- A. Administrative or non-suppression members shall be entitled to three work days (24 hours) of bereavement leave. In the event that the member must travel out of state for the related services, an additional two work days (16 hours) shall be granted.
- B. Suppression members shall be entitled to two shifts (48 hours) of bereavement leave. In the event that the member must travel out of state for the related services, an additional one shift (24 hours) shall be granted.
- C. Bereavement leave must be taken within a week of the actual date of death. Based upon unusual, extenuating circumstances, the Fire Chief may grant exception to this guideline.
- D. Bereavement Leave shall not be charged against accrued PTO.
- E. All Bereavement Leave must be approved by the Fire Chief.

- F. If additional time off is needed, or if the deceased does not fall into the definition above, time off may be granted and charged to the member's accrued PTO or taken as leave without pay.
- G. 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.

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 paid members.

III. POLICY

In order to remove some of the financial burden inherent in serving on jury duty, paid members ordered to jury duty shall be compensated on the basis of the difference between the pay received for such duty and the member's regular base pay. District-related court appearances or witness appearance in a criminal case shall be similarly compensated, as noted in the Guidelines below.

IV. GUIDELINES

- A. A paid member who is called to serve on jury duty during his normal work schedule shall be paid at the normal rate of pay for up to five working shifts.
- B. Non-suppression members are eligible to receive up to their normal daily work hours per day of jury duty compensation.
- C. Suppression members are eligible to receive up to ten hours per scheduled shift of jury duty compensation. The member 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 member shall provide documentation noting actual hours served, and the District shall compensate the member accordingly.
- D. When a member is released from jury duty by the court more than two hours prior to the end of the normal workday, the member shall return to work for the remainder of the day.
- E. Hours paid as jury duty pay shall be considered as "hours worked" for the purposes of calculation of overtime.

- F. In the event that a member receives a subpoena to appear in court for business related to official duties for the District, the member's presence in court shall be considered time worked and the member shall be compensated at the normal rate of pay. The member shall dress in the official uniform or clothing conforming to District standards.
- G. In the event that an employee or a member of the employee's family is involved in a crime involving domestic violence, sexual violence, stalking or abuse, the employee may be entitled to time off under the Arizona Fair Wages and Healthy Families Act. (See policy entitled "*Earned Paid Sick Time*")
- H. Beyond the provisions of time off under the EPST policy, in the event that a member receives a subpoena to appear in court for a criminal or civil case not related to official duties for the District, the absence from work may be charged to PTO leave, taken as leave without pay, or handled via a shift trade.

V. PROCEDURE

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

MILITARY LEAVE OF ABSENCE

I. PURPOSE

To enable members to satisfy their military reserve service obligations.

II. SCOPE

This policy applies to all paid members.

III. POLICY

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

IV. GUIDELINES

Military Reserve Training

- A. Military reserve training leave shall be granted for military duty required in order to meet training obligations.
- B. Military training leave shall not exceed 30 calendar 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 member shall return to the regular position upon return from military training leave.
- D. In order that the member fulfilling the military training obligation does not suffer a loss of income, SEFD shall compensate the member for the difference between the member's normal rate of pay and that pay received for the military service. It is the responsibility of the member to coordinate with the Administration Office for arrangement of pay during the military training period.

Full-Time Military Service

- E. Additionally, in the event of a member entering full-time military service during:
 - 1. a war or period of national emergency, or
 - 2. a period of national conscription, or

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

the member shall be eligible for a military leave without pay. In the event of such an unpaid leave, the member 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 member 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 member 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 member immediately prior to active military duty. All related provisions of the state statutes shall be followed.

V. PROCEDURE

- A. The member shall notify the immediate supervisor upon receipt of military orders to report to duty. The member should submit a copy of the military orders immediately upon receipt. The Fire Chief shall review such orders in advance in order for the military leave to be approved.
- B. In the case of a suppression member, notification shall be provided to the officer responsible for scheduling in order to obtain necessary coverage.
- C. Upon return to work, the member shall submit a certificate of satisfactory completion of service.

EMPLOYEE ASSISTANCE AND TRAUMATIC EVENTS COUNSELING

I. PURPOSE

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

II. SCOPE

This policy applies to all members of the SEFD. Additionally, volunteer members shall be covered by the benefits outlined for Traumatic Events Counseling.

III. POLICY

It is the policy of SEFD to make available psychological counseling to members and their eligible dependents through the District's health insurance provider. Additionally, counseling is available to all members for Critical Incident Stress Debriefing and/or traumatic events counseling following incidents which may have caused excess stress or trauma to the member.

IV. GUIDELINES

General Employee Counseling

- A. Members who participate in the District-sponsored health insurance plan may be eligible for professional psychological counseling. Members and their eligible dependents may contact the health insurance provider directly to schedule an appointment. Any co-payment for treatment shall be the responsibility of the member.
- B. If a member chooses to seek assistance through the District's health care insurance, the time spent in the counseling sessions shall not be paid. The employee may opt to use accrued EPST or PTO to cover such absences.
- C. In the event that a supervisor believes a member should be sent for counseling, the supervisor shall notify the Fire Chief of the situation to receive further direction with regard to obtaining approval from the District. The member 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 member is required to attend counseling sessions, the member shall be compensated for the time required to attend the sessions.

- D. Confidentiality in supervisory referrals is imperative. The supervisor shall refrain from discussing the situation with anyone except the Fire Chief and his designated representative.

Critical Incident Stress Management

- E. Any member of the District may contact the Fire Chief if the member believes a debriefing is necessary following an incident. The Fire Chief or his designated representative shall coordinate with the appropriate provider to schedule the session.

- F. If a critical incident stress debriefing is held, all matters discussed within the session shall be confidential. Any member who participates in a debriefing session is required to adhere to the confidentiality standard set forth.

Traumatic Events Counseling (as per A.R.S. 38-673)

- G. In the event that any emergency response member is exposed to one of the following events while in the course of duty, the member shall be entitled to up to 12 visits of licensed counseling with a psychiatrist or psychologist, the cost of which shall be borne by the District:
 - 1. Witnessing the death of another peace officer or emergency responder while engaged in the line of duty;
 - 2. Witnessing the death or maiming or visually witnessing the immediate aftermath of such death or maiming of a human being.
 - 3. Responding to or being directly involved in a criminal investigation of a dangerous crime against a child punishable under A.R.S. 13-705.
 - 4. Requiring rescue in the line of duty when one's life was endangered.
 - 5. Responding to or being directly involved in an investigation regarding the drowning or near drowning of a child.
 - 6. Using deadly force or being subjected to deadly force in the line of duty, regardless of whether the employee is physically injured.

- H. The member shall be allowed the opportunity to select the psychiatrist or psychologist. The District shall pay no less than the schedule of fees outlined from the Industrial Commission for mental health visits.

- I. Time in attendance at the traumatic events counseling shall be considered compensable and the member shall not be required to use his earned leave time.
- J. In the event that the licensed psychiatrist or psychologist determines that the member is in need of additional counseling visits, the member may be entitled to up to an additional 24 visits within one year after the first visit.
- K. In the event that the licensed psychiatrist or psychologist determines that the member is not fit for duty while the member is receiving treatment pursuant to the traumatic event, the District shall ensure that the member has no loss of pay and benefits for up to 30 calendar days per incident after the licensed mental health professional determines that the member is not fit for duty if all the following apply:
 - 1. If the member is unable to work light duty or the District does not have a light duty option,
 - 2. The member has exhausted his paid leave,
 - 3. If the member does not have short-term disability benefits,
- L. Participation in the traumatic events counseling that is paid by the District does not create a presumption that a related claim is compensable under Workers' Compensation.
- M. In the event that any SEFD emergency response member is exposed to one of the events noted in Guideline G above, the member shall notify the Fire Chief of a need for the traumatic events counseling; the Fire Chief shall take the necessary steps to ensure that appropriate assistance is provided to the member to secure such counseling.
- M. The District shall ensure compliance with all necessary provisions of state statute regarding traumatic events counseling.

EDUCATIONAL BENEFITS

I. PURPOSE

To encourage and reward members in obtaining additional education or training to increase their competence as a paid or volunteer member of the District.

II. SCOPE

This policy applies to all members of the SEFD.

III. POLICY

It is the policy of SEFD to encourage professional development for members by providing assistance with educational expenses for attendance at job-related trainings and seminars.

IV. GUIDELINES

Educational Assistance

- A. Members wishing to enroll in job related seminars or training courses shall submit a request to the Training Officer at least two weeks prior to the class date.
- B. Each request for educational assistance shall be considered on an individual basis, evaluating such factors including, but not limited to, the nature of the course, the benefits to be derived by the member and the District, the costs involved, and the level of responsibility of the member.
- C. In the event that approval is granted for an out-of-town training course, mileage and related travel expenses shall be determined by the Fire Chief. All pre-approved expenditures shall be reimbursed upon submission of receipts.

Educational Assistance for Medical Recertification

- D. SEFD holds periodic EMT refresher courses at the station; the cost of participation for members shall be covered by the District.

TRAVEL AND PER DIEM REIMBURSEMENT

I. PURPOSE

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

II. SCOPE

This policy applies to all members of SEFD.

III. POLICY

Any member 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 member who is authorized to travel outside of the District and requires overnight lodging shall be granted lodging expenses according to a daily rate as established in the Arizona state approved daily rate, available at www.gsa.gov, or in the wildland per diem handbook.
- B. Per Diem travel allowance shall be granted to any member authorized to travel outside of the District, according to the Arizona state approved schedule.
- C. In order to receive travel reimbursement, the member shall submit receipts to the Administration Office within seven days of return.
- D. In the event of approved travel, members may be reimbursed at the current approved mileage rate set by the IRS.