

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

The Human Resource Policy Guidelines Manual is a guide to the Beaver Dam Littlefield Fire District's basic personnel practices and procedures. This manual contains general statements of the District human resource 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.

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 Fire Board of the Beaver Dam Littlefield Fire District; the Fire Chief has the authority to administer these policies.
- 2) The Fire Board shall have the authority to adopt, amend or repeal these Human Resource Policies.
- 3) Additionally, the Fire Chief has the authority to adopt and administer Standard Operating Procedures or Guidelines that are supplementary to, but not inconsistent with, the policies set forth in this manual.
- 4) All officers shall have a copy of the Human Resource Policy Guidelines Manual available for use by any member. Additionally, the manual may be available on the computers in District facilities.
- 5) Questions concerning policy interpretation and application shall first be directed to the Battalion Chief. Further assistance in clarification of policy or resolution of a policy concern shall be referred to the Fire Chief.
- 6) For purposes of this Human Resource Policy Guidelines Manual, the use of gender specific pronouns has been avoided whenever possible. However, where such avoidance would have led to awkward or cumbersome language, the masculine pronoun may be used. This use shall be considered to refer to both genders.
- 7) For purposes of simplification, the Beaver Dam Littlefield Fire District may be referred to within this manual as "BDLFD" or as "the District." Additionally, the Fire Board may be referred to as "the Board."

- 8) The term “supervisor” is intended to include either an emergency response or administrative member who directly supervises any member.
- 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 BDLFD 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 BDLFD.

# EMPLOYMENT PRACTICES

## **EMPLOYMENT-AT-WILL**

### **I. PURPOSE**

To establish the nature of the employment relationship between the Beaver Dam Littlefield Fire District and its' members.

### **II. SCOPE**

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

### **III. POLICY**

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

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

## 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 **reserve and full-time paid** positions within the District's Classification Plan, with the exception of the Fire Chief. The Fire District Board has the authority to 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. Paid reserve positions shall be filled by volunteer members who successfully complete the required probationary period, as set forth in the policy entitled "*Probationary Periods.*" Upon successful completion, the member shall be transitioned into a paid reserve position.
- B. For purposes of filling a full-time or part-time position vacancy, 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.
- C. Upon notification of a full-time or part-time position vacancy, first consideration shall be given to any possibilities of internal promotion from reserve members. Those members who meet the eligibility requirements for the full-time position shall respond to the position announcement. If a sufficient number of reserves express interest in the full-time position, the Fire Chief has the discretion to conduct only an internal recruitment.

- D. The Fire Chief or his designated representative shall prepare an official position and examination notice and activate appropriate internal and external (if applicable) recruiting processes.
- E. Public notice of full-time position announcements with the District shall be published in the Administration Office and in the fire station. Such announcements shall be posted for a minimum of seven calendar days. Additionally, at the discretion of the Fire Chief, an external recruitment may be opened by placement of classified advertisement on appropriate websites or in a newspaper of general circulation.
- F. Announcements shall include the following information:
  - 1. Title of the position
  - 2. Overview of the essential duties and responsibilities
  - 3. Starting wage
  - 4. Minimum qualifications
  - 5. Application procedure, including the final date for filing application
  - 6. Description of the examination process

## **APPLICATION PROCESS**

- F. Internal applicants applying for a promotion to a full-time position shall be required to submit a letter of interest. All external 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 letters of interest and applications to identify candidate qualifications.
- G. All applicants shall be notified of their approval or rejection for participation in the examination process. Such notification shall occur at least one week prior to the date of the commencement of the examination process. Those applicants approved for the examination shall receive notification of the date, time, place, and conditions of the testing.
- H. The Fire Chief or his designated representative shall have the authority to reject an applicant for the following causes:
  - 1. Lack of minimum qualifications or requirements as set forth in the position announcement;
  - 2. Falsification of information or material omission of information in the application process;
  - 3. Failure to successfully pass a physical exam, including drug screening, or a background review, including motor vehicle records and criminal conviction history;

4. Prior employment with BDLFD that resulted in a status of ineligibility for rehire.

## **EXAMINATION PROCESS**

- I. The Fire Chief or his designated representative shall be responsible for the administration of the examination processes.
- J. The Board of Directors may authorize the use of either a contract agency for examination administration or the cooperative participation of BDLFD in joint examination with other jurisdictions.
- K. Any pre-employment examinations shall be job-related so as to assess the candidate's ability and suitability to meet the job requirements.
- L. In the event of a position vacancy for a full-time position, first consideration shall be given to eligible reserves or volunteers. The competitive selection process shall be based upon a review of all eligible reserves' and volunteers' performance, shift reports and disciplinary records. Additionally, at the discretion of the Fire Chief, the selection process may also include those components set forth in Guideline "O" below.

In the event that there are not sufficient numbers of eligible reserves or volunteers to meet the position vacancies, an examination shall be held on an open competitive basis as set forth in Guideline "O" below.

- M. Internal examinations shall only be open to those reserve members who have successfully completed their initial volunteer probationary period.
- N. Examinations for any positions being held on an external competitive basis may include any of the following components: application screening, written examination, physical abilities test, oral interview or assessment center.
- O. Internal examination processes may include any of the following components: review of minimum qualifications, written examination, practical skills evaluation, oral interview, assessment center, review of job performance, disciplinary records, and attendance.

## **EXAMINATION SCORING**

- P. The minimum passing score for all examinations shall be determined by the Fire Chief prior to the administration of the examination. Failure of any portion of the examination process may be grounds for failure of the entire examination process.

- Q. In the event of an examination process involving multiple components, 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.
- R. For purposes of new hires to the District, 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.
- S. Additionally, for purposes of new hires to the District, 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**

- T. Those applicants who successfully pass the examination process shall be placed on a posted eligibility list. The Fire Chief or his designated representative shall determine the ranking of this list, based upon the order of their final examination grade. If two or more candidates have the same final grade, they shall be ranked in order of their scores in that portion of the examination that was more heavily weighted. Preparation of the eligibility list shall be carried out according to the policy entitled “Employment Eligibility Lists.” In the case of internal candidates, if a tied score remains, the candidate with the greater seniority in the current position shall be ranked ahead of the other. In the case of external candidates, if a tied score remains, the candidates shall be ranked in alphabetical order.
- U. 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**

- V. 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.
- W. 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.
- X. 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.
- Y. New hire job offers for paid and volunteer positions shall be extended contingent upon successful completion of a medical/physical examination and a drug screening. If it is determined that the individual does not successfully pass either of these examinations, the offer shall be withdrawn.
- Z. 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, as required by state statute.
- AA. 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.
- BB. 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 Battalion Chief.

## 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 for volunteer positions 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 State 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 employment status with BDLFD 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. Additionally, any applicant who is currently serving probation for a crime shall not be eligible for employment.
- J. New hire job offers for volunteers shall be extended contingent upon successful completion of a medical/physical examination and drug screening.

***New Member Requirements***

- K. Members shall be required to possess a current, valid Driver's License Class "D" or greater. Upon completion of the District's basic recruit course, driver training course, and eight hours of supervised driving, the member shall be given a driving skills test on the appropriate District vehicle.
- L. 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 may be subject to fingerprinting.

- M. 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.

## **EMPLOYMENT ELIGIBILITY LISTS**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to all full-time paid positions within the District with the exception of the Fire Chief.

### **III. POLICY**

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

### **IV. GUIDELINES**

- A. Within five working days after completion of the examination process, including the review period, the names of successful candidates shall be placed on a ranked eligibility list based upon the candidates' final grades, with the highest grade placing first on the list and following in descending order. Only the ranked eligibility list shall be posted; all numerical scores shall be kept confidential.
- B. An eligibility list for a given classification shall remain in effect for a period 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.
- C. In the event that an eligibility list has only one name more than the number of position vacancies, the Fire Chief or his designated representative may elect to order a new examination process in order to certify a new list.
- D. An individual's name may be removed from an eligibility list in the following circumstances:
  - 1. If the eligible applicant fails to respond within five working days after receipt of a 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 BDLFD.
- E. Those applicants on an eligibility list shall be responsible for notifying the District's Administration Office of any change in address or availability so as to be able to receive notification of appointment.

## TEMPORARY / ACTING APPOINTMENTS

### I. PURPOSE

To provide a method to fill a short-term employment need and to adequately compensate a paid 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 either a temporary or an acting basis. 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, temporary or acting appointments are to be made by the Fire Chief or his designated representative. In the case of a vacancy in the Fire Chief's position, the Fire Board shall make the appointment.
- B. In the event of a need to fill a non-regular position or to meet a special project need, the Fire Chief or his designated representative may appoint a member to a temporary assignment. Any adjustments to the member's pay shall be at the discretion of the Fire Chief.
- C. 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. Such determination shall be made by the Fire Chief or his designated representative.
- D. 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 whom have met the "acting" qualifications, as determined by the Fire Chief or his designated representative.
- 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 the acting appointment is for longer than two full consecutive pay periods, the member's base rate of pay shall be increased in the same manner

specified for a regular promotion. However, a member shall not be compensated at a base rate that exceeds the lowest member regularly assigned to that higher level position, exclusive of any incentive pay. Any incentive pay or benefits normally received by the member shall not be affected by the temporary or acting appointment.

- G. 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.
- 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 they have been performing. In such event, the time of service shall not be applied to the required promotional probationary period or seniority within the rank.

## **EMPLOYMENT OF RELATIVES**

### **I. PURPOSE**

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

### **II. SCOPE**

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

### **III. POLICY**

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

### **IV. DEFINITION**

Relatives are defined as 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 directly supervise their employed relatives.
- B. No official of the District shall appoint or vote for the appointment of a relative, as defined above.
- C. No elected official may be married to a member of the department.
- D. 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 by the BDLFD 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 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 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 member has presented original documents attesting to the member's identity and verifying that the individual is authorized to work in the United States.
- C. The District representative shall not photocopy documents, but rather shall only examine the documents and shall accept such documents provided that the authenticity of such documents appears intact.
- D. If the individual is unable to provide appropriate documentation, the Fire Chief shall provide notification that the individual is no longer eligible for employment with BDLFD.
- 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 at least one year beyond the date of the member's termination, whichever is the longer period.
- F. The District shall comply with the electronic verification requirements for employment eligibility as required by state and/or federal law.

- G. The District shall comply with all requirements for inspection of records by the Immigration and Naturalization Service, or any other governmental authority deemed to have the authority to inspect such records for purpose of enforcement of the provisions of IRCA.

## 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 employment on a regular basis. Additionally, to provide an opportunity for the District and a newly promoted member to evaluate the suitability of a new position.

### II. SCOPE

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

### III. POLICY

New members or members who are newly promoted shall serve a probationary period, as defined in the guidelines below. 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 member shall be terminated or returned to his former rank.

### IV. GUIDELINES

- A. The probationary period for newly hired or promoted members shall be twelve months.
- B. Volunteer members shall not be eligible to become paid members until successful completion of the twelve month probationary period. During this probationary period, the volunteer shall be entitled to nominal stipends and benefits. At the sole discretion of the Fire Chief, a volunteer member who is hired and already possesses EMT and Firefighter I/II certifications *may* be allowed to become a paid member after an initial three months; however, the member shall still be considered to be probationary for the full twelve-month period.
- C. During the *initial* probationary period, the member shall receive informal verbal performance evaluations from the supervisor on a monthly basis, unless the supervisor is providing a formal written performance evaluation. All new members or newly promoted members shall receive a formal, written performance evaluation at the end of three months, six months, and at the end of the twelve-month probationary period.

- D. Upon satisfactory completion of the probationary period, members are then subject to the annual performance review process.
- E. 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. Any such decisions shall be approved by the Fire Chief and handled in accordance with the policy entitled "Termination of Employment." Such action shall be defined as a release for unsuccessful completion of the probationary period and shall not be considered a dismissal for cause, nor shall it be subject to any rights of appeal.
- F. If, during the course of the *promotional* probationary period, it is determined that the member's performance is unacceptable, the member may be returned to the position formerly held, without right of appeal.
- G. Upon failure of any portion of the probationary period requirements, as determined by a member's supervisor and with the approval of the Fire Chief, a member's probationary period 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 additional performance evaluations.
- H. In the event that a probationary member is off of work for a period exceeding 30 days the probationary period shall be automatically extended for a period of time equal to the duration of the absence.
- 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, appropriate privacy, and legal compliance.

### II. SCOPE

This policy applies to all members of the District.

### III. POLICY

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

### IV. GUIDELINES

- A. **Changes** – All changes of address, telephone number, family status (i.e., birth, adoption, marriage, death, divorce, legal separation) shall be reported to the Administration Office within one week. 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. In addition to the personnel file, a separate training file may be maintained for the purpose of tracking training and certification.
- D. **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.

Based upon Arizona Revised Statutes, the District personnel files are considered to be a matter of public record. In the event that the District receives a public records request for information in a personnel file, the District shall seek legal counsel to determine what information shall be redacted prior to dissemination. Additionally, the member whose file has been requested shall be notified.

**Note:** Supervisors and other members 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, salary information may be verified in addition to the items set forth in Guideline V-A above. This verification shall only be in writing from the Fire Chief or his designated representative. A copy shall be retained in the member's personnel file.
- C. **References with Written Approval** – With written approval from the current or former member, salary, job chronology, and performance information may only be released in writing. A copy of the written reference shall be maintained in the member's file.
- 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, a member may inspect his own personnel file. Members have the right to obtain copies of any documents in the file.
  2. **Supervisor** -- A supervisor shall be allowed to review only the performance related documents contained in the personnel file of a member under his supervision.
  3. **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.

- E. **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 for a period of five 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.
  
- F. **Medical Files** – All medical files shall be maintained separate from the member 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: Fitness For Duty Examinations results, PSPRS Medical Review, Workers' Compensation reports, Drug Screen results, and Hazardous Materials Exposure reports.
  - 2. **Access** – Access to the medical files shall be restricted to the Fire Chief or his designated representative.
  - 3. **Release of Information** – Medical information shall be released only upon written authorization of the member or upon proper request from other persons or agencies that have legal rights to the information.

## 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 members of the District.

### III. POLICY

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

### IV. DEFINITIONS

- A. **Voluntary Resignation** – when a member chooses to terminate employment with the District.
- B. **Dismissal** – when the District initiates the termination due to unsatisfactory performance or conduct, or other compelling business reasons.

### V. GUIDELINES

- A. A member who is voluntarily resigning from the District is requested to provide a minimum of two weeks' notice prior to the last day of work. This act of courtesy shall be noted in the personnel file and shall be a consideration in future employment opportunities.
- B. A 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 a member's inability to provide contact with the District, the Fire Chief may determine otherwise appropriate action.
- C. Any termination initiated by the District shall be approved in advance by the Fire Chief.
- D. In the event of a District-initiated termination (**dismissal**), final payment of wages, stipends and other accumulated hours due for paid time off shall be paid to the member within 72 hours of the last day of work or the next regularly scheduled payday, whichever is sooner.

- F. In the event of a **voluntary resignation**, final payment of wages and other accumulated hours due for paid time off shall be paid to the member on the next regularly scheduled payday.
- G. 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.
- H. Upon termination, the member shall be required to return to the supervisor any property belonging to the District. 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 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.
- I. An exit interview may be conducted on or before the member's final day of work (see "Exit Interview Policy").
- 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 and benefits due to the designated beneficiary.

## **VI. PROCEDURES FOR TERMINATION**

- A. Upon notification of termination, the member's supervisor is required to complete a "Personnel Action Record." This form shall contain the signatures of both the member and the supervisor.
- B. The supervisor shall send the completed form to the Administration Office for processing of a final paycheck.
- C. The supervisor may schedule a meeting with the member and the Fire Chief to make final pay arrangements, return District property, terminate member benefits, etc.
- D. The supervisor may schedule a meeting with the member and the Fire Chief for an exit interview.

- E. On the member's last day of work, the supervisor shall collect all of the equipment/property/uniforms that have been issued to the member. In order to accomplish this, the supervisor should review the personnel file to verify what the member has been issued. Any items not returned shall be documented and submitted to the Administration Office.
  
- F. 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.

## **EXIT INTERVIEWS**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to all members of the District.

### **III. POLICY**

Prior to the end of the last day of work for the District, members may have an Exit Interview 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 and work load
  - 2. Quality of supervision
  - 3. District policies and practices
  - 4. Working conditions
  - 5. Salary and benefits
- C. The member shall be asked to sign the Exit Interview form.

## MEDICAL / PHYSICAL EXAMINATIONS

### I. PURPOSE

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

### II. SCOPE

This policy applies to current or prospective members, with certain guidelines applying to only full-time positions, and others applying to all paid and volunteer members.

### III. POLICY

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

### IV. GUIDELINES

- A. All job offers to potential paid or reserve members shall be made contingent upon the applicant passing a medical/physical examination. The potential member shall be required to undergo a medical/physical examination, including a drug screen, with the District's designated medical provider.
- B. In the event the individual does not pass the medical/physical examination, the offer of employment shall be withdrawn.
- C. In order to ensure the physical standards continue to be met, all members shall be required to undergo a periodic medical/physical examination, including a drug/alcohol screening, through the District's designated medical provider. Members shall be required to undergo this examination based upon the following schedule as set forth in NFPA Guidelines 1582:
  - Age 29 or under:           Every three years
  - Age 30 – 39:               Every two years
  - 40 and over:               Every year
- D. Results of the medical/physical examination shall be provided to the Fire Chief indicating only whether or not the member has passed the physical. The results of the physical examination shall be maintained in the member's medical file, as per the policy entitled "Personnel Records."
- E. In order to ensure that a member is fit for duty, all members shall be required to report the use of any prescription medications, including medical

marijuana, as well as any over-the-counter medications that could cause impairment or produce a side effect that may alter the member's ability to perform the job in a safe manner. The information shall be reported to the Fire Chief, who shall forward the information to the District-designated physician for determination of work status.

- F. In the event that a member does not pass a District medical/physical examination, he shall be relieved of duty. In the case of a full-time paid member, he shall be required to use accrued PTO; if the PTO accrual is depleted, the time off shall be without pay.
- G. In the event a member does not pass the first medical/physical examination, the member shall be sent for a second medical/physical examination at a time interval to be determined by the physician. If during the second medical/physical examination, it is again determined that the member has not passed and is unable to meet the physical requirements of the job, the Fire Chief shall consult with the District's designated physician 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 may establish, based upon the physician's recommendation, a timeframe and the suggested methodology necessary to allow the employee to meet the physical requirements of the job.
- H. If it is determined that the member is unable to meet the fitness-for-duty requirements, employment shall be terminated.

## **RESIDENCY REQUIREMENT**

### **I. PURPOSE**

To provide prudent response times to emergency scenes.

### **II. SCOPE**

This policy applies to all members, as set forth in the guidelines below.

### **III. POLICY**

It is the policy of BDLFD, based upon the nature of one's position, that a member may be required to reside within a certain proximity of the District boundaries.

### **IV. GUIDELINES**

- A. The position of Fire Chief requires residency that readily allows for active involvement and accessibility to the community.
- B. Full time members must reside within a ten mile radius of the District boundaries which allows the member to meet the standards established by their job.
- C. In order to be able to provide reasonable response time, volunteer and reserve personnel must reside within a ten mile radius of the District boundaries.

## COVID-19 SAFETY POLICY

### I. PURPOSE

To protect employees by minimizing the significant risk of substantial harm that is posed by having someone with COVID-19, or symptoms of such, present in the workplace; additionally, to provide for the protection of public health in the communities we serve.

### II. SCOPE

This policy applies to all employees of Beaver Dam/Littlefield Fire District.

### III. POLICY

Recognizing that an individual with the COVID-19 virus will pose a direct threat to the health or safety of others, it is the policy of BDLFD that employees shall be mandated to undergo daily COVID-19 screening and/or periodic COVID-19 testing in order to minimize the risk of substantial harm to fellow employees and the public we serve. Additionally, upon final approval by the US Food and Drug Administration (FDA), employees shall have the option to receive the COVID-19 vaccination(s).

### IV. GUIDELINES

#### ***Mandatory Screening/Testing***

- A. Throughout the duration of the COVID-19 pandemic, employees shall be required to undergo daily screening, including body temperature checks and questioning regarding any potential COVID-19 symptoms and/or COVID-19 exposure.
- B. Throughout the duration of the COVID-19 pandemic, employees may be required to undergo periodic COVID-19 testing.
- C. The screening and testing requirements shall be continued for the duration of time determined by the Fire Chief, in accordance with guidelines provided by the Center for Disease Control (CDC), the Arizona Department of Health Services, and/or the District's base hospital.
- D. In the event that an employee reports to work and is found to have a fever or other COVID-19 symptoms, he shall be sent home on administrative leave and scheduled for COVID-19 testing.
- E. Any costs associated with COVID-19 testing shall be covered by the District.

- F. In the event that an employee receives a positive COVID-19 test result, he shall be required to follow the CDC guidelines for self-isolation/quarantine. The employee shall be permitted to return to work 10 days following the onset of symptoms or the date of the positive test result (whichever is sooner), if the employee meets all of the following criteria:
- He has had no fever (without medication) for 24 hours, and
  - Other symptoms have been improved for a period of 72 hours

## **V. REQUIRED TIME OFF**

The COVID-19 Safety Policy provides employees with a limit of 2 weeks of time off, to the extent the employee is unable to work, specifically because:

- A. The employee is experiencing symptoms and seeking a medical diagnosis.
- B. The employee has a positive diagnosis.
- C. The employee has been advised by a health care provider to self-quarantine due to concerns related to the COVID-19 pandemic.

## **VI. PROCESS**

- A. Full-time, part-time and reserve employees required to take time off work due to COVID-19 will be paid by the District, without using PTO and/or sick leave, for up to 2 weeks. Hours paid will be based on the average number of hours worked per week during the previous 90 day pay period, up to a maximum of 80 hours. Compensation will be at the employee's current rate of pay.
- B. Employee is responsible for notifying their chain-of-command regarding any COVID-19 pandemic related absences.
- C. Employee must provide documentation to the District to support the need for COVID-19 pandemic leave.

## **VII. COVID-19 VACCINATIONS**

- A. Upon final approval by the US Food and Drug Administration (FDA), employees shall have the option to receive the COVID-19 vaccination(s).
- B. Any costs associated with the COVID-19 vaccination shall be covered by the District.

## COVID-19 VACCINATIONS

### Making Informed Decisions

Your decision to vaccinate or not should be an informed decision. Vaccines can cause severe injuries and/or reactions. The type and severity of reactions may vary from vaccine to vaccine and person to person. The effects of a vaccine injury may be temporary or permanent.

To make a truly informed decision there are numerous sources of information on the risks of vaccines and the risks and benefits of diseases. Sources of information to determine if the risks associated with vaccines outweigh any perceived benefits include: vaccine package inserts, the Physicians Desk Reference, the US Center for Disease Control and Prevention, public and medical libraries or state and local health agencies.

If you do decide to vaccinate, report adverse reactions to your physician. Always get the vaccine name, vaccine manufacturer and lot number. Keep records of any reactions you might experience.

### Declaration of Vaccination Exemption

I hereby declare that I withhold my consent to be vaccinated of the COVID-19 vaccine on the grounds that such is contrary to my personal beliefs. In consideration of this exemption, I understand that I accept complete responsibility for the health of myself, and I hereby release and agree to hold harmless Beaver Dam/Littlefield Fire District and any of its officers, agents, and representatives from any liability that might arise during my employment by virtue of this exemption.

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Printed Name

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Signature

Date

### Declaration of Vaccination Consent

I voluntarily request and consent to be administered the COVID-19 vaccine. Beaver Dam/Littlefield Fire District shall not, at any time, or to any extent allowable by applicable law, be liable, responsible, or in any way be accountable for any loss, injury, death, or damage suffered or sustained by me or any other person at any time in connection with, or as a result of, the administration of the Vaccine to me. I, for myself, my heirs, executors, personal representatives and assigns, hereby release Beaver Dam/Littlefield Fire District, its employees and contractors, its agents or representatives from any and all claims arising out of, in connection with, or in any way related to my receipt of the Vaccine as allowed by applicable law. By signing below, I certify that I have read, understand and agree to all the statements on this form.

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Printed Name

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Signature

Date

# MEMBER RELATIONS

## **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 BDLFD.

### **III. POLICY**

It is the policy of the BDLFD 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 District shall strive to:

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

## **EQUAL EMPLOYMENT OPPORTUNITY**

### **I. PURPOSE**

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

### **II. SCOPE**

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

### **III. POLICY**

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

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

### **IV. COMPLAINT PROCEDURE**

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

- A. The Captain, or
- B. The Battalion Chief, 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 possible. If the complaint is directly against the Fire Chief, the member may opt to contact the Chairman of the Board.

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

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

## 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 employment decisions, or
3. Has the purpose or effect of interfering with work performance or creating an otherwise offensive, hostile, and/or intimidating working environment.

B. **Harassment** – Unwelcome verbal, physical or visual conduct of a racial, ethnic or other type that is based on race, color, religion, sex, age, national origin, disability, sexual orientation or any basis prohibited by law 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.

### IV. POLICY

Harassment, including sexual harassment, is contrary to basic standards of conduct between individuals and is prohibited by EEOC (Equal Employment Opportunity Commission) regulations. Any 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 a member 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.

Any activity by anyone, male or female, that makes a member feel that he or she is being harassed, shall not be tolerated.

When working, members are expected to exercise good judgment and avoid the creation of situations that could cause another member to feel threatened or uncomfortable.

Conduct that may be intended as “innocent” may still constitute harassment if it falls within the terms of this policy. If any 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. In addition, foul and vulgar language is offensive to some people and is not acceptable in the workplace.

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 member who believes he or any other member has been subjected to objectionable conduct by another member or anyone doing business with the District shall bring the matter to the attention of management. Failure to comply with this reporting requirement may be grounds for disciplinary action, up to and including dismissal.

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

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

- A. The Captain, or
- B. The Battalion Chief, or
- 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 the complaint is against the Fire Chief, the member has the option to notify the Chairman of the Fire Board.

Investigation and handling of the complaint of alleged harassment shall be handled as a highly sensitive personnel matter. The Fire Chief (or Fire Board, if the complaint is against the Fire Chief) may use discretion in using the services of an outside professional to handle the investigation. All communications regarding this subject shall be kept in confidence to the greatest extent possible, understanding that the investigative process may require some additional discussion.

Any member, 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 member 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 during the investigative process, the member shall be subject to disciplinary action, up to and including dismissal.

## WORKPLACE VIOLENCE

### I. PURPOSE

To provide the members of the BDLFD 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 BDLFD.

### III. POLICY

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

### IV. DEFINITIONS

A. **Threats or Acts of Violence** are defined as conduct against persons or property that is sufficiently severe, offensive or intimidating to alter the condition of District employment, or to create a hostile, abusive or intimidating work environment for one or more District 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 their immediate supervisor or another member of management. Failure to report such information according to the guidelines within this policy shall be grounds for disciplinary action.

- C. The District shall promptly and thoroughly investigate any report of threats or acts of violence. The identity of the individual making a report shall be protected to the greatest extent possible.
- D. As outlined in the policy entitled “*Standards of Conduct*,” the District shall control the possession of weapons while on duty, on District premises or during any District-related activity. Weapons can include firearms, knives, explosive materials or any other objects that could be used to harass, intimidate or injure another individual. Knives, if carried and used as a work related tool are permissible if the blade does not exceed 5 inches. If a member is *legally* permitted to possess a weapon, he shall notify the Fire Chief if he brings the weapon on premises. At the discretion of the Fire Chief, the member *may* be allowed to carry the concealed weapon while on duty, or he *may* be required to leave the weapon secured and locked in the trunk or glove compartment of his personal vehicle.
- 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 or his designated representative, 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 the senior officer on duty. Upon receipt of such a report, the Fire Chief shall be notified as soon as possible.
- B. If a situation of workplace violence occurs but does not constitute an immediate emergency, the 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.

## **OPEN DOOR POLICY: SOLVING MEMBER 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 BDLFD.

### **III. POLICY**

It is the policy of BDLFD 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 officers 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 a member's concerns shall be kept confidential. In some cases, however, members of the management staff may need to be informed for appropriate resolution of the problem.

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

- A. If 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 to the member's satisfaction, or if the member is uncomfortable discussing the particular issue with the immediate supervisor, the member is encouraged to bring the matter to the next level of management.
- C. If resolution is not achieved through these informal means, the member may opt to use the Grievance Procedure as outlined in this manual.

## CORRECTIVE ACTION / DISCIPLINARY PROCESS

### I. PURPOSE

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

### II. SCOPE

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

### III. POLICY

It is the policy of the BDLFD to provide a work environment that encourages freedom of thought, expression and conduct, as long as these actions support the District's mission and are consistent with efforts to provide customer service excellence. It is also our policy to provide a harmonious, challenging, and positive work environment to enhance career development. Additionally, the District shall approach member performance deficiencies in a positive and supportive fashion, 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 to achieve a satisfactory level of performance.

### IV. GUIDELINES

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

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

**Corrective** in the sense that the supervisor 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 will *normally* begin with verbal counseling or a verbal warning, and when circumstances warrant, proceed to written warning(s), suspension, demotion, and dismissal. Dependent on the nature or severity of an incident of misconduct, and at the sole discretion of the District, any of these forms of disciplinary action may be taken, whether or not a lesser form has preceded the action.

- B. This policy sets forth the norms of the discipline process, but allows for management to exercise discretion in determining the degree of the discipline to be administered. Additionally, at the discretion of the Fire Chief, probationary members may or may not be afforded the same consideration for progressive discipline as non-probationary members.
- C. Corrective action procedures shall be administered privately and confidentially, and within a reasonable time frame following the infraction.
- D. A member may request to have representation if he is directed to participate in an investigative interview that could result in disciplinary action or when any written disciplinary action is issued. If the member requests representation, a second supervisor shall also be required to be present.
- E. In the event that a member disagrees with the disciplinary action, the member shall discuss it with the supervisor administering the disciplinary action. The member may, at his option, proceed as per the guidelines of the *Disciplinary Appeals Procedure* to determine if the action is subject to appeal.
- F. In a situation in which further investigation into an incident is deemed necessary, the member may be placed on **Administrative Leave**. In the case of a full-time member, Administrative Leave shall be paid. The supervisor shall attempt to discuss the situation with the Fire Chief prior to placing a member on administrative leave with pay. However, if the supervisor is unable to contact the Fire Chief, the supervisor may initiate such action and then 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. Any such suspension shall be ordered in writing, and shall not be considered as disciplinary action. Thus, a suspension with pay shall not be subject to appeal.

## V. PROGRESSIVE DISCIPLINE PROCEDURES

- A. 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 his own supervisory files. This counseling is non-disciplinary in nature.
- B. Another step in the process may be the issuance of a **Verbal Reprimand**, documented in a written memorandum describing the problem or incident(s) and how to attain the desired performance, and summarizing the course of action being taken, as well as the potential for further action. This form shall

be signed by the member and the supervisor and may be placed in the supervisor's file or the member's central personnel file, depending upon the nature and severity of the incident.

- C. Supervisors may elect to use a **Written Reprimand** to document a repeat offense of an infraction, or a more serious single infraction for which suspension, demotion or dismissal may not be warranted. This shall be documented in a letter of reprimand, describing the nature of the problem, any previous or related conversations or actions (if applicable), as well as the behavior or performance improvement plan that has been designed to correct the problem. All Written Reprimands should be discussed between the supervisor and the Fire Chief prior to being administered. The letter 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 shall be given the option to provide a written response to the letter within seven calendar days of receipt. Written reprimands are not subject to appeal.
- D. If a member's conduct or performance is deemed severe enough, a member may be subject to **Disciplinary Suspension**, which shall be without pay. In such a situation, the supervisor shall confer with the Fire Chief to determine the length of the disciplinary suspension. The Battalion Chief has the authority to issue a disciplinary action up to three days; all other disciplinary suspensions must be approved by the Fire Chief. Prior to implementing the disciplinary suspension, the procedure for issuing a letter of intent to discipline, outlined in Guideline "G" below, shall be followed. The final disciplinary suspension action shall be documented in writing, describing the nature of the member conduct, 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. The documentation is to be signed by the member and the supervisor, and placed in the member's central personnel file. The member shall be given the option to provide a written response to the report within seven calendar days. Disciplinary Suspension without pay shall not exceed 30 consecutive calendar days. A member shall not be penalized by suspension for more than 30 days in any 12-month period.
- E. Another disciplinary action available is that of **Demotion**. In the event that the member's continued performance in the existing position is determined not in the best interest of the District, the District may opt to reassign the member to a position of lower rank and pay. The Fire Chief shall approve all demotion decisions. Prior to implementing the disciplinary demotion, the procedure for issuing a letter of intent to discipline, outlined in Guideline "G" below, shall be followed. The final action shall be documented in writing, explaining the disciplinary action, and shall be 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. The member shall be given the option to provide a written response to the report within seven calendar days.

- F. If the member's conduct 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 member shall be subject to **Dismissal**. The Fire Chief shall approve all dismissal decisions. Prior to implementing the termination, the procedure for issuing a pre-dismissal notice, outlined in Guideline "I" below, shall be followed.

It is to be noted that while progressive discipline is generally afforded, certain violations or conduct may be deemed severe enough to warrant immediate dismissal without prior disciplinary 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 involving a suspension or demotion, the supervisor shall provide the member with a **letter of intended discipline** stating:
1. the specifics of the member's conduct,
  2. the intended disciplinary action,
  3. the timing of when the intended discipline will occur,
  4. a statement of the member's right to either respond in writing to the supervisor, within three days of receipt of the letter, to set forth any and all reasons why the intended discipline should not be implemented, or to request a pre-disciplinary hearing in which he 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 he may still be entitled to appeal the disciplinary action as covered in the *Disciplinary Appeals* policy, and
  6. a statement that the member's 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 supervisor imposing the discipline shall consider the member's 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 supervisor imposing the discipline shall grant such a hearing, consider the

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

The supervisor shall provide written notice of his final disciplinary decision to the member and will 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 personnel file.

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

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

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

This notice shall be served directly upon 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 meet 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 upheld. Within three calendar days, the Fire Chief shall notify the member 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, he 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 form of 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 letter that shall constitute dismissal. The member shall be notified to report to the Administration office, at which time the letter shall be given to the member in person. If the member does not appear, the letter shall be sent by certified mail. A signed receipt (unless refused) shall be attached to the dismissal letter and placed in the member's central personnel file. Dismissal action is subject to the member's appeal rights, as covered in the *Disciplinary Appeals* policy.

- K. A probationary member may not appeal any form of disciplinary action, unless the basis of such action 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, and submit it to the Fire Chief for consideration.

## DISCIPLINARY APPEALS

### I. PURPOSE

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

### II. SCOPE

This policy applies to all **paid** members who have completed the initial probationary period and who elect to appeal a disciplinary action at the level of disciplinary suspension or greater.

### III. POLICY

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

### IV. DEFINITION

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

### V. GUIDELINES

- A. Disciplinary action at the level of a disciplinary suspension or greater is subject to appeal. The member shall follow the procedure below in presenting the appeal to upper levels of management.
- B. In order for the appeal to be heard, it must be brought forth within seven (7) calendar days of the date the member received the disciplinary action. If after receiving any level of response, the member wishes to move to the next step of the process, he must do so within five (5) calendar days of the response. Failure of the appellant to follow through within the time frame will terminate the appeal process.
- C. Members acting in good faith are assured of freedom from reprisal for using the disciplinary appeal process.
- D. **Step One** – If the member does not agree with the disciplinary action, he is encouraged to first discuss it with the disciplining supervisor. If the member still has concerns, the member has the right to appeal the disciplinary action. The appeal shall be submitted in writing to the next level of management over the supervisor who imposed the discipline. The next level officer will be responsible for handling the appeal as an important business matter, making

every effort to arrive at a prompt, equitable solution. The officer shall document any conclusions, solutions or unsolved problems and shall use best efforts to provide a written response to the member within seven calendar days of receipt of the disciplinary appeal.

- E. **Step Two** -- If the member still does not feel the appeal has been satisfactorily resolved after Step One, he has the option, within five (5) calendar days, to take the matter to the Fire Chief. The Fire Chief shall review the matter, make a determination, and use best efforts to provide a written decision within fourteen calendar days. Decisions by the Fire Chief shall be final and binding, with the exception of an appeal regarding a disciplinary suspension greater than three days, a demotion or dismissal (see Step Three).
- G. **Step Three** -- A member has the option to further appeal a decision of disciplinary suspension of greater than three days, 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, which shall be held within 45 days of the date of the request by the District.
    - c. The Fire Chief shall, by first class mail, notify the appealing member of the hearing date; additionally, via email or fax, the Fire Chief shall also notify the BDLFD 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 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, within 20 days of closing the record on the proceedings. If the ALJ determines

that the discipline imposed was taken arbitrarily or without reasonable cause, the ALJ shall overturn the discipline and remand the matter back to the Fire Chief to impose alternate discipline. Otherwise, the ALJ shall uphold the decision of the Fire Chief.

13. The decision of the ALJ shall be final and binding upon both the 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.*

## **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 BDLFD to afford all 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 disciplinary action (these are covered in the appeals process set forth in the policy entitled *Disciplinary Appeals*)
2. Matters in which the Fire District does not have the authority to act
3. Policies or resolutions as adopted by the Fire Board
4. Position classification, job description, or salary structure
5. Terms and conditions of member benefits
6. Meets standard or above performance evaluation

B. The member shall follow the established review procedure listed below in presenting any grievance to upper levels of management. When a grievance is against a member's immediate supervisor, the grievance shall be presented

to the next level of management within his chain of command, after the member has attempted an oral resolution. In the event that any member has a grievance directly against the Fire Chief, the member should submit his written grievance to the Chairman of the Fire Board. In such instance, the steps available shall be limited accordingly. The decision of the Fire Board shall be final and binding, and shall not be subject to any further administrative appeal.

- C. In order for a grievance to be considered, it must be brought forth within seven (7) calendar days of the date of the circumstance which resulted in the grievance. If after receiving the management response, the member wishes to move to the next step of the process, he must do so within three (3) calendar days of the receipt of the response. Failure of the member to follow through within the timeframe will terminate the process.
- D. Members are assured of freedom from reprisal for using the grievance procedure. However, if a member is found to have made a false allegation or provided false information during the grievance process, he shall be subject to disciplinary action.
- E. The Fire Chief shall be apprised of any grievances that are not resolved after the initial step of the process.
- F. A member involved in the grievance process shall be allowed to confer with the Fire Chief regarding the matter during Fire District time. The supervisor shall grant permission for such, but shall determine the best time for such a conference so as to not cause interference with the member's assigned work.
- G. Depending on the rank/level of the member bringing forth the grievance, there may be fewer steps available in the grievance process.

## VI. PROCEDURE

- A. **Step One** -- For the purpose of addressing grievances, the member is encouraged to first seek assistance by informally discussing it with his or her immediate supervisor. If the member still has concerns over the matter, the grievance shall then be documented in writing and submitted 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 (7) calendar days of receipt of the grievance.
- B. **Step Two** – If the member still does not feel that the grievance has been satisfactorily resolved after Step One, he has the option, within three (3) calendar days, to request further review by a Grievance Review Committee.

All documentation from the grievance process must be submitted to the Fire Chief to provide to the Grievance Review Committee for review.

1. The Grievance Review Committee will be comprised of the following:
  - (1) A 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 supervisor who made the initial decision that is being reviewed will present their stance on the issue. Both sides may appear personally, produce evidence, call witnesses, and have 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. All decisions of the Fire Chief will be final and binding, and there shall be no further administrative appeal.

## 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 District.

### III. POLICY

It is the policy of BDLFD to expect members to exhibit professionalism and integrity when carrying out their duties. It is also the District policy 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 himself, 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 his 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 he 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 District and the fire service profession.
  9. Every member shall conduct his 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 his duties.
- B. The following conduct is prohibited and may subject the member involved to corrective and/or disciplinary action, up to and including dismissal. The list of examples is illustrative of the type of behavior that is not permitted, but this list is not intended to be all-inclusive.
1. Providing false or misleading information when applying for employment or at any time during employment.
  2. Insubordination; refusal to follow job-related instructions of supervision.
  3. Failure to report use of prescription medications, medical marijuana, or any over-the-counter medications that may cause impairment or produce side effects that may alter one's ability to carry out 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. Unauthorized use or abuse of sick leave.
  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. Violation of the District's Harassment/Sexual Harassment policy.
12. Verbal or physical harassment of another member that interferes with work performance.
13. Failure to report for work upon conclusion of a Leave of Absence or paid time off.
14. Discussing confidential or proprietary information with individuals not affiliated with the District, or not reporting potential conflict of interest situations.
15. Unprofessional language or behavior, profanity, mistreatment, disrespect or discourteous treatment of customers, visitors or other members; making slanderous comments regarding fellow employees, the department, and/or members of the public.
16. Possessing dangerous weapons, such as firearms, long-bladed knives, etc., while on duty or on District property, unless the member is otherwise legally entitled to possess a weapon and has been granted permission by the Fire Chief to either carry the weapon or leave the weapon secured and locked in the trunk or glove compartment of his personal vehicle.
17. Assault on a fellow member or member of the public.
18. Irregularities involving the handling of District property, files or petty cash.
19. Obtaining supplies, materials or other property or money from the District or its members or members of the public by fraudulent means or misrepresentation.
20. Excessive absenteeism or tardiness.
21. Failure to adhere to District safety rules, including the use of seat belts or other protective safety equipment.

22. 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.
23. 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.
24. Failure to adhere to the standards set forth in the loyalty oath.
25. Failure to maintain current and proper licenses and/or certification required to perform assigned duties.
26. Unauthorized personal use of District credit cards, cash or District property; conducting personal business during normal working hours or using District materials or equipment on personal projects.
27. Participation in sexual activity while on duty or on District premises.
28. Failure to obey traffic laws while on duty, including during any paid response time.
29. Refusal to work assigned mandatory overtime.
30. Off-duty conduct that brings discredit upon the District.
31. Deliberately accepting or continuing active employment while suffering a serious communicable disease without notifying the District, unless such disease is protected under federal law.
32. Conviction of a criminal offense that may have a bearing on one's employment.
33. Failure to notify the Fire Chief in the event a member is arrested and/or charged with any criminal or civil 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. Notification of criminal charges must be made within 24 hours; other notifications must be made within 72 hours.

## 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 BDLFD to require a member to be on Compulsory Leave of Absence when the Fire Chief believes the member 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 evaluation by the District-designated physician. Pending the outcome of the evaluation, a full-time member shall continue to receive normal compensation and benefits. Once the determination is made as to whether or not the full-time member is fit for duty, the member shall either be returned to duty or be subject to usage of sick leave.
- B. The Fire Chief has the discretion to place a member on a special Compulsory Leave of Absence in the event of any circumstances the Fire Chief deems appropriate. Such a leave shall entitle a full-time member to continuation of all normal compensation and benefits.
- C. In the event that a member has been formally charged with the commission of a felony, or charged with a misdemeanor that may have bearing on one's employment, the Fire Chief may place the member on Compulsory Leave of Absence with or without pay. If the Compulsory Leave is to be without pay, 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.

- D. 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, regardless of the status of any criminal charges.
- E. If no disciplinary action has yet been taken, upon exoneration of a full-time member covered under Guideline "C" above, the member may be returned to the position with reinstatement of benefits and retroactive pay to the commencement of the compulsory leave of absence. However, exoneration by the court system does not preclude the District from taking disciplinary action based upon any associated violation of workplace policy.
- F. If no disciplinary action has yet been taken, 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, or appropriate disciplinary action, up to and including dismissal.
- G. All paid leave benefits shall cease to accrue during an unpaid Compulsory Leave of Absence.
- H. Group health and dental insurance benefits provided by the District shall continue only during a *paid* Compulsory Leave of Absence, unless otherwise determined by the Fire Chief.
- I. In order to return to work, the member must prove that all certifications and skills are still satisfactory for the position.
- J. The time spent on an unpaid Compulsory Leave of Absence shall not be counted toward credited service for purposes of determination of seniority within the District, unless the member is exonerated as set forth in Guideline "D" above.

## **DRUG AND ALCOHOL TESTING**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to all prospective and current members, including all full-time, reserve and volunteer personnel. Additionally, this policy applies to applicants who have received a conditional offer of employment from BDLFD.

### **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 termination of employment. To ensure that our members function in a safe, healthy and productive manner, the District will stress education, prevention, intervention and rehabilitation as it relates to drug and alcohol use or abuse. In accordance with Arizona law, some exceptions to this policy may be made for certified medical marijuana cardholders, according to the guidelines below.

### **IV. DEFINITIONS**

- A. Illegal drugs – any controlled substances 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 physician. 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 physician 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 BDLFD 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 BDLFD 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 BDLFD, most jobs within the District are safety-sensitive.

## V. GUIDELINES

- A. In order to ensure fitness for duty, all members in a safety-sensitive position shall be required to report the use of any prescription medications, including medical marijuana, as well as any over-the-counter medications 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 their job. Such a report shall be made to the Fire Chief, who shall report it to the District's physician for consideration. The physician will determine whether any work restriction or limitation is indicated and inform the District and the individual of such restriction.
- B. Use of Alcohol / Illegal Drugs / Legal Drugs / Medical Marijuana
  - 1. Alcohol -- Members may not buy, obtain, use, possess, manufacture, distribute, dispense, sell, or transfer alcohol while on duty, while on District property, while in uniform, or while operating District equipment, machinery, or vehicles or personal vehicles while on duty. Members may not work or report to work under the influence of alcohol or with an alcohol level of .04 or greater.
  - 2. Illegal Drugs – Members may not buy, obtain, use, possess, manufacture, distribute, dispense, sell, or transfer illegal drugs while on duty, while working, while on District property, while in uniform, or while operating District equipment, machinery, or vehicles or personal vehicles while on duty. 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 in safety-sensitive positions 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 must report such legal drug use 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 -- BDLFD fully complies with the requirements of the Arizona Medical Marijuana Act and the Arizona Drug Free Workplace Act. Subject to any applicable 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 he is a cardholder or because he 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 he is a valid cardholder under the applicable statutes. Exception may apply if BDLFD will lose any monetary or licensing benefit under any federal laws.

Pursuant to Arizona law, BDLFD 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 he is a valid medical marijuana cardholder, may use or possess medical marijuana at work or during working hours and employees 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, he shall be prohibited from using, possessing, or being impaired by marijuana while on duty or on District premises. However, he 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. All members or other persons who are working, or are on District property, or who are performing services for BDLFD 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 BDLFD project (including without limitation all vehicles, containers, desks, lockers, and file cabinets) are subject to unannounced inspection for illegal drugs or alcohol by BDLFD. 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 refuses 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.
- F. In order to ensure a drug- and alcohol-free work environment, drug testing may be required under the following circumstances:

Pre-Employment -- All prospective members will be required to pass a drug screen as part of their pre-employment physical examination. No pre-employment alcohol screening shall occur.

Periodic Physical Examination -- All emergency response members of the BDLFD shall be required to pass a drug and alcohol screening process on a regular basis as part of their periodic physical examination, the schedule of which is set forth in the policy entitled "Medical/Physical Examinations." Submission of test results from a qualified laboratory retained by another employer shall meet this requirement for reserve members of the District.

For Cause -- 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 employee complaints that are not confirmed by a third party (for instance, but not limited to slurred speech, lack of coordination, erratic behavior, odor of alcohol or marijuana, bloodshot eyes, dilated 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 shall be required to undergo drug/alcohol testing.

Post-Accident Testing – No requirements in this section shall be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

Drivers who are involved in an accident shall be sent for an alcohol and drug test following the accident whenever:

1. The accident involved a fatality; or
2. The driver received a citation for a moving traffic violation arising from the accident, and the accident involved:
  - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
  - b. One or more of the vehicles involved in the accident was towed away from the scene.

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.

G. Testing Methods and Collection Procedures:

The testing method will include the following provisions:

1. Collection will be performed under reasonable and sanitary conditions.
2. Member to be tested will have an opportunity to provide relevant medical, prescription or other information to medical personnel prior to being tested.
3. Collections will be documented through proper labeling and chain-of-custody procedures to preclude the possibility of contamination, adulteration, or misidentification.
4. Testing shall be by scientifically accepted methods and procedures.

5. Sample testing shall be done by a Laboratory approved or certified by the U.S. Department of Health and Human Services, the College of American Pathologists or the Department of Health Services.
6. The drugs of abuse groups tested for are: Amphetamines, methamphetamines, barbiturates, benzodiazepines, cocaine, methadone, opiates, phencyclidine (PCP), propoxyphene, and marijuana. Initial screening shall be performed by Enzyme Immunoassay. All confirmation testing shall be performed by gas chromatography/mass spectrometry (GC/MS). Alcohol screening shall use evidential breath testing (EBT) devices. Two breath tests are required to determine if a person has a prohibited alcohol concentration.
7. Positive tests shall be confirmed using a different chemical process from the initial test method.
8. All positive tests shall be reviewed by a Medical Review Officer before notification to the District.
9. A two-step test, Screen and Confirmation, shall be utilized.

The Collection Procedure requires that when the conditions of testing have been met, a member shall be sent to a pre-determined facility while on paid time, or a mobile unit from the facility shall be dispatched to the member's working location. At the District's expense, testing shall proceed as quickly as possible. Collection of the sample(s) shall be done by medical facility personnel. Specific procedure information is provided within this policy, under Section IV, "PROCEDURE".

H. Consequences of testing refusal and/or interference:

1. Refusal by a member to cooperate under this policy shall be grounds for termination of employment. Refusal by a prospective member to cooperate under this policy shall be grounds for the District to refuse to hire the individual.
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 facility shall be subject to disciplinary action, up to and including dismissal.

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

1. A confirmed positive test result may result in one of the following actions:
  - a. **First Offense** -- Leave of Absence *may* be granted (without pay, after any and all paid leave time has first been utilized) for a maximum of twelve weeks to participate in a rehabilitation program approved in advance by the District. Any out-of-pocket costs associated with a rehabilitation program shall be at the member's expense. Failure to fully comply with the terms of a rehabilitation program shall subject the member to termination of employment. Depending upon the circumstances, the member may also be subject to disciplinary action, up to and including dismissal.
  - b. **Second Offense** -- Termination of employment.
2. Voluntary notification of drug/alcohol use/abuse by a member to the District prior to employer's notice of suspicion to member – Disciplinary measures will 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 paid leave has first been utilized) for a maximum of twelve weeks to participate in a rehabilitation program approved in advance by the District. Any costs associated with a rehabilitation program shall be at the member's expense. Failure to fully comply with the terms of a rehabilitation program shall subject the member to termination of employment.
3. In the event that a member takes a Leave of Absence to enter a 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.
4. 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 up to two years to ensure that the member remains drug- and alcohol-free.

- J. 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.
- K. 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 employment status action is final. a member shall not be allowed to return to work after a positive test and prior to an opportunity for such a meeting. No compensation shall be earned after the test is completed and the member has been released from the medical facility.
- L. 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 or the Secretary/Treasurer, 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.
- M. Except as otherwise permitted by law, no sample taken for testing under this policy shall be tested for any substance or condition except the drugs/alcohol allowed in this policy.

#### **IV. PROCEDURE**

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

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

1. After noting and documenting the time, the Officer shall remove the 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, or there is any medical issue, any injuries or medical problems will 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 will be told of the District's drug/alcohol testing policy so proper samples may be retained when it is safe to do so.
2. The 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 on duty shall notify the Fire Chief. After obtaining basic information, the Fire Chief or his designee shall make arrangements for transportation to the medical facility. A District officer will maintain visual contact until the member has been turned over to medical facility personnel. Consent forms shall be completed in the presence of a District officer or medical personnel.
4. If a member fails to submit to a test, the member shall be suspended, and subject to dismissal for failure to submit to a drug/alcohol test. The member will be told that the District will contact them by phone or mail to communicate further action.
5. Any member tested "for cause" shall be placed on administrative leave with pay following the testing procedure. Upon receipt of the results, appropriate action will be determined related to the member's return to duty.

B. District Notification Procedure:

1. The medical facility shall contact the Fire Chief or his designee with confidential verbal notification of the results of the test results. If the test is positive, the results of the confirmation test shall also be provided. Written documentation of any test results shall be forwarded by confidential fax or mail (if faxed, the Fire Chief or his designated representative will be contacted immediately preceding the fax transmission to assure that only he receives the fax directly off the machine).
2. The Fire Chief shall notify the tested member by phone of the results of the test. If requested by the tested member, a copy of the written test results will be made available for the member.

3. In the case of a negative test result, the member shall be notified of the test results and the return-to-work schedule. The member's personnel file shall 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 shall determine the level of discipline 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 (DRIVING UNDER THE INFLUENCE)**

### **I. PURPOSE**

To establish clear and consistent guidelines for addressing situations in which a member is cited for driving under the influence (DUI) 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.

### **III. POLICY**

It is the policy of the BDLFD to investigate any situation involving a member who has been arrested for DUI, and to take appropriate disciplinary action for a member who has been cited for and/or convicted of DUI. Additionally, any applicant for employment with the District who has received a DUI conviction within the past five years shall not be eligible for employment.

### **IV. GUIDELINES**

- A. In the event that a member is cited for DUI while *on duty*, he shall immediately be removed from duty and placed upon administrative leave pending investigation. If the member is a full-time paid member, the administrative leave shall be paid. Appropriate drug and alcohol testing shall occur as per the policy entitled "Drug and Alcohol Testing."
- B. In the event that a member is cited for DUI while *off duty*, he shall notify his immediate supervisor prior to his next scheduled work day or within twenty-four (24) hours of receiving the citation, whichever is sooner. If the immediate supervisor is unavailable, the member shall notify the Fire Chief.
- C. The member shall deliver copies of all paperwork related to the incident (copies of the citation, subpoena, temporary driving permit, license restrictions, etc.) to the Fire Chief within 72 hours of the arrest.
- D. Upon notification of a member having been cited for DUI, 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 interests 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.

- E. During the investigation, the member may be placed on administrative leave until such time that the Fire Chief or his designee can review the situation in its entirety and make a decision regarding the member's eligibility to return to duty. If the member is full-time, the administrative leave pending investigation shall be paid. 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 there are any other mitigating circumstances to be considered
- F. 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.
- G. If the member is charged with Extreme DUI or the citation includes any felony charges, the member may be placed on compulsory leave of absence (see policy entitled "Compulsory Leave").
- H. 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.
- I. If the DUI conviction results in the member being required to use the certified ignition interlock device (CIID) for a period in excess of thirty (30) days, the member shall be terminated.
- J. If the DUI conviction results in the suspension of the member's full driving privileges for thirty (30) days or less, the member will not be permitted to work for the period of time his driving privileges are suspended. During this time, a full-time member will be prohibited from using PTO.
- K. If a member's full driving privileges are suspended for more than thirty (30) days, the member will be terminated.
- L. Following a DUI conviction, if employment is not terminated, the member

shall be required 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 the treatment.

- M. If employment is not terminated, the member shall be subject to random drug/alcohol tests for a period of up to two (2) years. In the event the member fails the drug/alcohol test, he shall be subject to further disciplinary action, up to and including dismissal.
- N. If the member is involved in any future incidents involving substance abuse, he shall be subject to further disciplinary action, up to and including dismissal.
- O. In the event that the member fails to follow any of the above guidelines, the member shall be subject to disciplinary action, up to and including dismissal.
- P. Receipt of a subsequent DUI within five (5) years shall subject the member 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 BDLFD.

### **III. POLICY**

It is the policy of BDLFD 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. Likewise, any information gained by a BDLFD member regarding the activities or operations of the District's suppliers or public customers is to be strictly confidential.
- D. Members are expected to protect and maintain the confidentiality of Protected Health Information for members and patients, as covered by the Health Insurance Portability and Accountability Act.

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

### I. PURPOSE

To ensure that all BDLFD 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 Beaver Dam Littlefield Fire District including all paid 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 BDLFD to protect and maintain the confidentiality of Protected Health Information for all of its patients and members.

### IV. DEFINITION

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

### V. GUIDELINES

- A. The District recognizes that it is necessary to obtain and communicate personal health information in the rendering of fire and emergency medical care. This information may exist in a variety of forms including oral, radio transmission, electronic, written or photographic materials. All such information is strictly confidential and protected by federal and state laws.
- B. The District provides services to patients that are private and confidential. Given the nature of Fire/EMS work, it is imperative that the confidentiality of patient information that is received both on active duty and in offices and quarters is maintained at all times.
- C. The District prohibits the release of any patient or 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
- 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 BDLFD.
- 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 District Privacy Officer.
- J. Failure to comply with District HIPAA policies and related guidelines will result in disciplinary action up to and including dismissal and/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 BDLFD.

### **III. POLICY**

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

### **IV. GUIDELINES**

- A. No member of the District may accept other employment in any organization that does business with BDLFD or is a competitor of BDLFD, unless the member has received prior approval from the Fire Chief.
- B. If a member or a member of the member's immediate family has a financial interest in an organization that does business with BDLFD, 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.
- C. While BDLFD does not prohibit the practice of full-time paid members holding a second job, the District does insist that a full-time member's job with BDLFD come first and that a second job does not interfere with or reflect unfavorably on the District. Full-time members holding a second job must provide written notification to the Fire Chief, and must maintain current notification at all times.
- D. In the event that a full-time member has been approved to maintain secondary employment, the member shall be responsible for ensuring that his District work schedule, duties and responsibilities are his primary employment obligation, and that his other employment does not have any detrimental effect upon his performance with the District.
- E. Any outside activity, including secondary employment, must not interfere with your ability to properly perform your duties at BDLFD.

- F. Duties associated with a member's secondary employment, including self-employment, shall not be performed while on duty with the District.
- G. 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 BDLFD 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.
- H. 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 BDLFD may have with the organization.
- I. No member shall engage in conduct that is disloyal, disruptive, competitive or damaging to the reputation of the District.
- J. Because it is not possible to describe every situation that could arise involving potential conflicts of interest, members are asked to carefully evaluate any activity that could be construed as potentially conflicting with their employment and to seek advice from the Fire Chief regarding such activity.

## **FRATERNIZATION**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to all members of the District.

### **III. POLICY**

It is the policy of the BDLFD 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 that would be construed as fraternization as defined in this policy, he is required to report such a relationship to the Fire Chief in order to allow the District to determine and document the consensual nature of the relationship.
- B. In the event that two 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 members of the BDLFD.

### **III. POLICY**

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

### **IV. GUIDELINES**

- A. 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.
- B. In the event that a member is unable to report to work or is going to be late, the member is to personally notify his immediate supervisor as soon as possible, and no later than one hour prior to his scheduled start time. 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.
- C. Notification of absence or lateness shall include reasonable explanation of the circumstances as well as an indication of the expected date and time the member plans to return to work.
- D. Absences of more than one day shall be reported daily, unless other prior arrangements have been made with the supervisor.
- E. In the event that a member is more than 30 minutes late reporting to work, the supervisor 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 debited, and the absence shall be documented as unexcused.
- F. If schedules and conditions permit, and at the discretion of the Fire Chief, a non-exempt administrative member may be allowed to make up time lost due to absence.

- G. A member who is absent from work for two consecutive workdays without notification shall be considered to have voluntarily resigned from employment with the District. In the event that mitigating circumstances resulted in a member's inability to provide contact with the District, the Fire Chief may determine otherwise appropriate action.
  
- H. Excessive absenteeism or tardiness places an extra burden on fellow members, as well as the District as a whole. Therefore, a member who demonstrates a problem with absenteeism or tardiness shall be subject to disciplinary action, up to and including dismissal.

## UNIFORMS AND GROOMING STANDARDS

### I. PURPOSE

To establish a standard for professional appearance that will ensure uniformity and consistency amongst all ranks.

### II. SCOPE

This policy applies to all members of the District, while on duty or while representing BDLFD in related activities.

### III. POLICY

In order to portray a positive public image and demonstrate pride and professionalism, it is the policy of BDLFD 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.

#### B. **Emergency response Uniforms**

1. Dress, or "Class A" uniforms shall be worn during formal District functions (i.e., funerals, parades), District-related court appearances, or any other occasion deemed appropriate by the Fire Chief or his designated representative. The components of the dress uniform shall be outlined in the Standard Operating Procedures.
2. The duty uniform shall be worn by emergency response personnel when out of quarters, with the exception of drilling or physical training periods. The components of the duty uniform shall be outlined in the Standard Operating Procedures.
3. At the discretion of the Fire Chief, officers may at times be allowed to wear civilian clothes or clothing items with a District logo, as long as the overall appearance is professional and business like in nature.

C. **Physical Training Uniforms (Emergency response personnel)** -- The physical training uniform may be worn during physical training activities, but shall not be worn out of the station when responding to emergency scenes.

The components of the physical training uniform shall be outlined in the Standard Operating Procedures.

- D. **Safety Uniform/Turnout Gear (Emergency response personnel)** -- Protective clothing and equipment is provided to all emergency response personnel for use as required when working in a hazardous environment, during firefighting activities or during any other similar conditions during training activities.
- E. No other insignia, emblem, advertising button, ribbon, jewelry or device shall be attached to the uniform without authorization of the Fire Chief.
- F. Member uniforms must be clean, pressed, and in good condition. Shoes shall be shined and in good condition.
- G. At the discretion of the Fire Chief, visible tattoos shall only be allowed if deemed discreet and unobtrusive; tattoos on the face and/or neck or which cover a limb in entirety (i.e., “full sleeve”) shall not be allowed. No display of nudity, violence, sexually explicit art or verbiage, profanity, or any pictures, initials, acronyms or words that incite negative reactions or express radical social statements shall be allowed. If the Fire Chief determines that any tattoo is unacceptable, the member shall be required to cover it while on duty or at District-related functions.
- H. The following additional guidelines apply to all **emergency response personnel**:
  - 1. **Hair** – Hair must be properly cut so as to present a neat appearance at all times. Hair shall be cut so as not to hang below the top of the collar of the dress shirt. Members may have longer hair; however, if the hair is of a length that it would hang below the top of the collar, it shall be pulled back and secured in such a way that allows for full coverage by the protective safety hood. Mohawks, spiked hair, unnatural hair coloring, and/or other radical hairstyles that draw unnecessary attention are not appropriate while on-duty or at District-related functions.
  - 2. **Facial Hair** – Sideburns shall be neatly trimmed, shall not extend below the midpoint of the ear and shall not interfere with the seal of the face mask used with the SCBA equipment. All other facial hair shall be neatly trimmed and shall not interfere with the SCBA equipment.
  - 3. **Earrings or other visible body piercing items** – Single stud earrings that do not extend beyond 1/8” of the ear surface are allowable. For reasons of safety and professional appearance, any

other earrings or other visible facial or body piercing items shall not be worn by emergency response members while on duty or at District-related functions.

4. **Rings** – It is strongly recommended that for safety purposes, rings not be worn while on duty. If a member chooses to wear a ring, it is highly suggested that it be modified so that it will break away when snagged. Any ring that interferes with required safety protective equipment shall not be worn.
  5. **Sunglasses** -- Sunglasses are permitted as long as they do not contain mirrored or fluorescent lenses. Additionally, the color of the sunglasses, holders, strings or bands shall be tasteful and shall not clash with the uniform.
  6. **Cosmetics** – Members wearing cosmetics, including cologne or perfume, shall ensure that the appearance and/or aroma is conservative and in good taste.
- I. **Uniform Allotments/Allowance** -- The District shall provide full-time members with an annual uniform allowance, the amount of which is determined by the Board during the annual budget process. Additionally, the District provides t-shirts for all other emergency response members. Emergency response members shall submit a written request for replacement shirts as needed.
  - J. Officers may opt to call a uniform inspection at any time and members shall be required to display all uniform items at that time.
  - K. The wearing of District-issued uniform items while off-duty is prohibited without prior approval of a Chief Officer, with the exception of when a member is traveling to and from work. However, items not provided as part of the uniform may be worn by off-duty personnel.

Members wearing such uniform elements while off-duty shall recognize that the wearing of such identifies them with the BDLFD, thus, their behavior while wearing such items shall reflect positively on the District.
  - L. 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.
  - M. Any uniform elements paid for 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."

## HOUSEKEEPING AND 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 BDLFD.

### III. POLICY

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

### III. GUIDELINES

- A. Every member is responsible for maintaining the work station, as well as contributing to the upkeep of any District facility one enters.
- B. In the station, members shall keep all clothing and other personal belongings in a locker or closet. Lockers and closets shall be kept neat and orderly.
- C. District or personal property shall not be placed or hung on the apparatus in such a manner that will be detrimental to the finish or use of the apparatus.
- D. Minor station repairs or maintenance duties shall be carried out by the on-duty crew. Major repairs or maintenance needs shall be reported to the Fire Chief.
- E. Because visitors may enter the stations at any time up to 2000 hours, it is very important the appearance of the station presents a positive image.
- F. Station inspections shall be conducted daily by the station officer to insure cleanliness of quarters and readiness of equipment.
- G. Any officer may conduct station inspections at any time at his discretion.

## **TOBACCO USE**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to all members and to visitors on District premises.

### **III. POLICY**

It is the policy of the BDLFD to control the use of any form of tobacco on District premises in accordance with the applicable laws, and the rights, needs, and health concerns of others.

### **IV. GUIDELINES**

- A. Smoking is prohibited inside all District facilities and vehicles and during any form of public contact. The use of smokeless tobacco use is allowed in District facilities and stations, but shall be prohibited on calls and/or during any form of public contact.
- B. In accordance with the Smoke Free Arizona Act, smoking is only allowed in designated areas at least twenty (20) feet from entrances to District facilities.
- C. Ashtray receptacles are provided twenty (20) feet from the entrances, and all users shall use the designated receptacles.
- D. Smokeless tobacco waste shall be allowed on dirt, rocks, or asphalt, but shall be prohibited on concrete or any other surface where it could be offensive or could come in contact with another person.
- E. Tobacco use is prohibited on any emergency or non-emergency scene. Exception may be granted by the Incident Commander if a separate tobacco use area has been established on a call requiring personnel to be on scene for an extended duration of time.
- F. These guidelines shall not supersede any local or state laws, or any existing or future regulations for fire, health, or safety reasons.

## **VISITORS**

### **I. PURPOSE**

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

### **II. SCOPE**

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

### **III. POLICY**

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

### **IV. GUIDELINES**

- A. Visitors shall be allowed in the station, but shall be escorted by a member after the visitor has identified the purpose of the visit.
- B. Under normal circumstances, the following persons shall not be restricted from quarters:
  - Family members of a member on duty at the station
  - Vendors/suppliers making deliveries or performing services
  - Public members entering in connection with their duties
  - Children who wish to tour quarters (shall be accompanied by an adult)
  - Scouts who may be working toward special badges
  - Any other individual or group seeking information or training regarding fire/emergency medical services
- C. No visitors shall be allowed in the stations after 2000 hours without the approval of the Battalion Chief or Fire Chief.
- D. Members are responsible for the conduct of their visitors or guests at all times while on District property. Unless prior approval is obtained from the chief officer, guests and visitors shall be limited to free time periods and not during scheduled activities.
- E. Officers may restrict visitation if it is deemed to be in the best interest of the Department.

## PHYSICAL FITNESS

### I. PURPOSE

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

### II. SCOPE

This policy applies to all paid emergency response personnel.

### III. POLICY

A major commitment of the BDLFD is to the welfare of its members. In an effort to ensure that members can meet the rigorous physical demands required of emergency response personnel, and to lessen the potential for injury, it is strongly suggested that all emergency response members engage in physical fitness activity during their assigned shift.

### IV. GUIDELINES

- A. Full-time and reserve members are encouraged to participate in one hour of physical fitness per shift. It is up to the discretion of each individual member to select a fitness activity that will best suit his needs.
- B. When participating in physical fitness activities, consideration shall be given to minimizing delay in response to alarms; participation in physical fitness activity shall never compromise response.
- C. Members shall refrain from utilizing public facilities if such use may cause inconvenience to citizens.
- D. Members are expected to avoid fitness activities that lend themselves to frequent injury or potential for harm to District or private property.
- E. The uniform for physical fitness activity shall be consistent with section IV, C of the policy entitled "Uniform and Grooming Standards".

## **MEDIA RELATIONS**

### **I. PURPOSE**

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

### **II. SCOPE**

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

### **III. POLICY**

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

### **IV. GUIDELINES**

- A. Press and media inquiries regarding BDLFD shall be directed as follows:
  - 1. On scene, the Incident Commander or a designated Public Information Officer may provide initial release of information.
  - 2. For routine, non-emergency communications, media inquiries shall be directed to the Fire Chief or a designated Public Information Officer.
- B. The above listed individuals shall serve as the primary spokespersons to the press, unless they opt to designate an alternative spokesperson for a particular inquiry, in which case the alternate person shall be provided necessary information or data to respond to the inquiry.
- C. Press releases may be issued only through the Public Information Officer with the prior approval of the Fire Chief.
- D. Members who identify any opportunity for favorable publicity for the District should contact the Fire Chief, who shall determine the District'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 and distribution on District premises.

### II. SCOPE

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

### III. POLICY

It is the policy of BDLFD 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 employed by the District are prohibited from solicitation and distribution on District premises without prior management approval.
- 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 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 on anything other than their personal vehicle.
  - 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 political opinions, except when in uniform or when performing their duties in public on behalf of the District.
- E. Vehicles with visible displays of political items in excess of 12 inches aggregate shall not be parked on or within 500 feet of District premises.
- F. a member who declares an intention to run for an unpaid elective office must ensure that there will be no conflict of duties. As long as there is no such conflict, the member may maintain employment with BDLFD.

## 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 provide District issued cellular phones to certain members for whom the District deems it necessary for business needs.

### IV. GUIDELINES

#### ***Telephones***

- A. Telephones are placed in District 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 member's normal daily activities. Additionally, members may not conduct other employment-related activity on District phones. When possible, members shall limit the use of the telephone for personal calls.
- C. 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 shall be restricted to prior to 2200 hours, unless in the case of an emergency.
- D. Long distance phone calls, both personal and District-related, shall not be made without prior approval of the supervisor. Personal long distance calls shall be restricted to emergency use, and the member shall reimburse the long distance toll charges. The use of personal calling cards is strongly encouraged.
- 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***

- F. 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.
- G. If the member's use of the cell phone results in the District incurring additional expense, the member shall be notified by the Fire Chief and shall be required to 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 be subject to progressive disciplinary action.
- H. At the discretion of the Fire Chief, if a member loses or damages a District-issued cellular phone, that member may be responsible for the cost of replacing that phone.
- I. 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.

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

- J. Personal cell phones shall not be used while performing duty-related tasks or on emergency calls unless directly 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 termination of employment.
- K. The District shall not be liable for any damage or loss of personal cellular phones brought into the workplace.

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

- L. Members are cautioned in the use of cell phone cameras in the workplace; any photos taken on duty and/or on emergency scenes are subject to monitoring and review. Members are prohibited from taking photographs of patients involved in any District-related scene, unless authorized by the Fire Chief or designated Incident Commander. No photographs taken of any incident will be released in any form without the express approval of the Fire Chief.

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

- M. 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 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.

### III. POLICY

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

### IV. GUIDELINES

- A. Computers 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 all personal devices, including but not limited to computers, notebooks/tablets, Blackberries, SmartPhones, iPhones, iPads, cell phones, etc. that a member may elect to bring on to District premises, as well as to any other 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 for 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 computer network system.
- D. It is the responsibility of each member to ensure that District information disbursed via these systems is accurate, appropriate and lawful. Unauthorized copies of copyrighted or licensed materials on the Internet may not be created, distributed, or knowingly utilized.

- E. Members shall not expect privacy in the use of any electronic devices covered under this policy; management retains the right to 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 or other electronic devices. Downloading of software programs to District 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 that may be detrimental to the District. Social networking sites such as myspace, facebook, twitter, youtube etc. shall only be accessed for purposes of conducting District-related business. The use of such networking sites for purposes of general social communications via such websites are prohibited. 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, members' 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, its' members, or its' Board members.
- H. 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 or Board members shall not be tolerated.
- I. 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.
- J. 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.
- 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.
- 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 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 are requested or permitted to take pictures at emergency scenes must submit the photos to the Fire Chief for review and use by the District. Any external use of these medias must be approved in advance by the Fire Chief.
- 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 establish guidelines for prudent member use of social media/social networking in order to protect the members, the District, and the public we serve.

### I. SCOPE

This policy applies to all members of the BDLFD.

### II. POLICY

It is the policy of BDLFD 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.

### III. 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 Beaver Dam Littlefield 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.

#### IV. GUIDELINES

##### ***BDLFD Social Media Sites***

- A. Any BDLFD 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 BDLFD social media page shall be linked to the District's official website, and shall be designated for the target audience(s), such as the community, members, or potential applicants for employment.
- C. BDLFD social media page content shall adhere to applicable laws, regulations, and policies, including all information technology and records management policies of the department.
- D. BDLFD social media pages shall clearly indicate that they are maintained by the District and shall prominently display the District logo and contact information.
- E. BDLFD 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. BDLFD social media pages shall clearly indicate that any content posted or submitted for posting is also subject to public record access laws.
- F. BDLFD social media pages shall clearly state that the opinions expressed by visitors to the pages do not reflect the opinions of the District. Additionally, BDLFD 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. A member who is representing the District via use of any BDLFD social media site shall identify and conduct himself 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 on line 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 BDLFD, 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 personal means of recognition that may cause one to be identified as a BDLFD member without prior 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 BDLFD. 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 BDLFD. 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 BDLFD and do not represent those of BDLFD.

- 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 his 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 BDLFD member who drives a District vehicle.

### III. POLICY

It is the policy of the BDLFD 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 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. The member shall not drive Code Three if there is a minor in the vehicle.
- D. Unauthorized persons shall not operate District vehicles. All drivers shall possess a valid 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 and Alcohol Testing – Post-Accident Testing.

## EMERGENCY AND URGENT RESPONSES

### I. PURPOSE

To safeguard life and property when responding to an emergency situation.

### II. SCOPE

This policy applies to all members of the District

### III. POLICY

It is the policy of Beaver Dam Littlefield Fire District that when responding to urgent or emergency situations, employees shall take measures to safeguard life and property.

### IV. GUIDELINES:

#### **Code 2 Operations – Urgent Response**

When responding Code 2, an urgent situation that is not life threatening but requires a direct response, employees shall obey traffic laws but may utilize emergency equipment when necessary for safety.

#### **Code 3 Operations – Emergency Response**

A. Employees engaging in Code 3 operations shall comply with the provisions of ARS 28-624. This ARS section does not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons and does not protect the driver from the consequences of the driver's reckless disregard for the safety of others.

B. When responding to a Code 3 emergency, the following apply:

1. Employees shall immediately activate emergency lights and siren.
2. Employees shall respond at a speed that is reasonable and prudent with due regard for their individual safety and the safety of the motoring public. This should be based on but not limited to, the nature of the call, traffic congestion, weather conditions, visibility, and the time of day.

3. Employees shall pass motorists on the left whenever possible. If passing on the right is necessary, employees shall deactivate emergency lights and siren and reduce speed as needed to safely accomplish the pass.
4. When approaching an intersection where the emergency vehicle does not have the right of way, the employee shall stop and proceed through the intersection only when all traffic has yielded.
5. Employees shall always exercise caution, especially at intersections, during passing and turning maneuvers, and when approaching hill crests, curves, and congested areas.
6. If the first arriving unit reports the situation has been downgraded from emergency to urgent, meaning the situation is not life threatening but requires a direct response, other responding units shall obey all traffic laws and may disengage emergency equipment if not needed for safety in accordance with a Code 2 response.

## 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 BDLFD member who is issued a District credit card.

### III. POLICY

It is the policy of the BDLFD 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. Any member who uses a District credit card shall submit receipts for all purchases to Administration. Upon receipt of the District's credit card statements, Administration will reconcile the statement with the receipts. Any purchases on the statement that are not accounted for shall be researched and the member who made the purchase shall be required to explain the purchase if he cannot locate the receipt.
- C. All charges shall be reviewed by the Fire Chief to ensure that the charges are appropriate and for District business.
- 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 further be subject to disciplinary action as determined by the Fire Chief.
- E. If the member is unable to produce a receipt for a purchase made on the credit card, that charge will be reviewed and may be approved and cosigned by the Fire Chief. Repeated failure to back up charges with receipts as required by policy may result in the revocation of credit card privileges and the potential for disciplinary action.

- F. When a member is informed that he has lost his credit card privileges, 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.

## PERSONAL FINANCES/GARNISHMENTS

### I. PURPOSE

To comply with legal requirements surrounding wage attachments.

### II. SCOPE

This policy applies to all members of the BDLFD.

### III. POLICY

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

### IV. GUIDELINES

- A. BDLFD 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 BDLFD.

### **III. POLICY**

It is the policy of BDLFD 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, other items of personal value, and personal vehicles.
- B. Articles of personal property found on the premises shall be turned into either the Battalion Chief or to the Administration Office for items found in an area other than the station.
- C. 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.
- D. 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 "C" above, the member shall discuss with the supervisor the nature of the loss, the circumstances surrounding it and the reimbursement request.
- B. The supervisor shall notify the Fire Chief regarding the member's request and a determination shall be made as to 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 BDLFD.

### **III. POLICY**

It is the policy of BDLFD 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 Department.

### **III. POLICY**

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

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

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

### **IV. GUIDELINES**

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

# **COMPENSATION**

  

# **ADMINISTRATION**

## COMPENSATION ADMINISTRATION

### I. PURPOSE

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

### II. SCOPE

This policy applies to all **paid** BDLFD members, with the exception of guideline K, which applies to **volunteer** members.

### III. POLICY

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

### IV. GUIDELINES

- 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 appointment, a promotion, a demotion, or reallocation to a different classification.
- C. **Reinstatement** – If an individual who left the paid employ of the District is rehired, the member may be reinstated to the original position and compensation level (if vacant) within one year. Upon reinstatement, the member shall serve a probationary period of twelve months, or less if deemed appropriate by the Fire Chief.
- D. **Merit / Step Increases** – If a member's performance meets or exceeds the standard, and upon the approval of the Fire Chief, a member shall be eligible for a step increase at the start of each fiscal year, subject to budgetary availability. Each member shall be reviewed at least annually in order to determine the appropriateness of the salary step increase.
- E. **Cost of Living Increases** – In the event of a Board decision to grant a cost of living increase, the determined percentage increase shall be applied

across the board to the salary scale. Upon such change to the scale, members' salaries shall increase accordingly. The cost of living increase shall not change the member's classification date.

- F. **Wage Differentials** – In recognition of the added value of certain skill certifications, members may receive additional compensation above the base rate, if it is deemed necessary within their assigned position to use and maintain the skills for which they are certified. A wage differential is paid for Paramedic certification.
- G. The maximum *base* pay rate shall be at the top step of the salary range for any position classification.
- H. **Reallocation of position to a higher grade** – If a position is reallocated to a classification within 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. Reallocation to a different wage grade shall adjust the member's classification date.
- I. **Reallocation of position to a lower grade** – If a position is reallocated to a classification within a lower salary range, the member's salary 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.
- J. **Acting or temporary detail positions** – In the event that a member fills an acting position for longer than two consecutive pay periods, the member shall be paid at the rate of the higher classification beginning with the first day of the assignment. If a member is placed in a temporary assignment for a special need within the District, his pay shall be adjusted appropriately at the discretion of the Fire Chief.
- K. In the event that a member is called in to duty for mandatory call back, the minimum call back pay shall be one hour, even if the request for call back is cancelled while en route.
- L. In the event that a reserve member is deployed to a special assignment that lasts in excess of twelve hours, he shall automatically be paid at the special assignment rate as opposed to his normal hourly rate. If the assignment results in the reserve working in excess of 40 hours in the seven-day work period, he shall be compensated at the overtime rate based upon the special assignment pay rate.

- M. In the event that a full-time member is deployed to a special assignment, he shall receive his normal rate of pay for those hours which are within his regular work schedule. Any hours worked on the special assignment that are outside of the regular work schedule shall be paid at one and a half times his regular rate of pay, regardless of whether or not the employee is classified as exempt or non-exempt under the FLSA.
  
- N. Volunteers shall receive nominal stipends for attendance at meetings/drills; payment of the stipends is made on a monthly basis.

## **CLASSIFICATION / JOB DESCRIPTION PLAN**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to all paid positions within BDLFD.

### **III. POLICY**

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

### **IV. GUIDELINES**

- A. The Fire Chief shall be responsible for the Classification/Job Description Plan.
- B. All positions shall be analyzed and classified based on the following factors:
  - 1. Duties and responsibilities,
  - 2. Minimum requirements (education, experience, knowledge, skills, abilities),
  - 3. Fitness for duty requirements,
  - 4. Salary range.
- C. The classification title of a position shall be used in all official personnel and budget records and transactions.
- D. A job description shall be established for each position, and a listing of the Classification Specifications shall be maintained for purpose of this policy. The content of such shall be the following:
  - 1. Classification title
  - 2. Summary of duties
  - 3. Essential functions of the job
  - 4. Minimum qualification requirements.
- E. The actual job descriptions are not a part of the Policy Manual and are subject to change at the discretion of the Fire Chief.

- F. The Fire Chief or his designated representative may conduct a study of any position to be considered for classification or reclassification. Such amendments to the Classification / Job Description Plan shall be approved by the Fire Chief.

## EMPLOYMENT CATEGORIES

### I. PURPOSE

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

### II. SCOPE

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

### III. POLICY

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

### IV. DEFINITIONS

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

**Non-exempt** – Members whose positions do not meet FLSA exemption tests and are paid a multiple of their hourly wage for overtime hours worked in excess of 40 hours per seven-day period).

**Emergency response personnel** -- Members whose primary function is emergency incident response.

**Full-Time** – Members who, on a regular, continuous basis, may be scheduled to work 40 hours per seven-day period.

**Part-Time** –Members scheduled to work less than 40 hours per seven-day pay period.

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

**Volunteers** -- Members who provide their services to the District on a voluntary basis and receive no wages for such services. Instead of wages, volunteer members may receive a stipend for calls and/or attendance at meetings/drills.

## TIMEKEEPING REQUIREMENTS

### I. PURPOSE

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

### II. SCOPE

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

### III. POLICY

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

### IV. DEFINITIONS

- A. Timesheets cover a bi-weekly period but shall be completed at the end of each workday. Failure to complete and submit one's timesheet in a timely manner may result in delay in receiving the paycheck and may subject the employee to disciplinary action.
- B. Fractions of hours worked shall be calculated in 15 minute increments.
- C. 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.
- D. In the event of off-duty callbacks, members shall be paid a minimum of one hour. For any time beyond the first hour, actual time worked shall be paid.
- E. Time for attendance at drills and required meetings shall be recorded and paid based upon actual time of attendance, with a one-hour minimum. In the event of a callback just prior to, during, or immediately following the meeting or drill, it will be paid as a continuance of the time worked, not as a separate one hour call back.
- F. For purposes of attending job-related classes, time will be paid as follows:
  - 1. If attendance is required by the District, all time in class shall be paid.
  - 2. If attendance is voluntary, and with prior approval from the Fire Chief, the time spent in class shall not be compensable, unless the Fire

Chief grants prior approval for payment for time that the member would normally work.

- G. 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.
- H. In the event that a member is out on a paid absence and therefore unable to complete a timesheet, it shall be the responsibility of the supervisor to complete and submit the timesheet for the member.
- I. Those members who are exempt (according to the Fair Labor Standards Act) are not required to record daily hours, but shall submit a timesheet for each 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 personnel shall record their starting time, time out for lunch (or other non-work time), time in from lunch, ending time and total hours worked for each workday.
- B. Any absence from regularly scheduled work shall be explained on the timesheet (i.e., PTO, jury duty).
- C. Authorized overtime shall be identified and authorized by the supervisor on the timesheet.

## OVERTIME COMPENSATION

### I. PURPOSE

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

### II. SCOPE

This policy applies to all **paid** hourly, non-exempt members, and reserve and full-time members deployed to a special assignment.

### III. POLICY

BDLFD may at times require members to work overtime when deemed necessary by a supervisor. Non-exempt members shall receive payment for overtime in accordance with the overtime provisions of the Fair Labor Standards Act.

### IV. DEFINITIONS

- A. For paid hourly, non-exempt members, and reserve members deployed to a special assignment, overtime is defined as all work performed in excess of 40 hours in the workweek.
- B. In the event a full-time member is deployed to a special assignment, he shall receive his normal rate of pay for those hours which are within his regular work schedule. Any hours worked on the special assignment that are outside of his regular work schedule shall be paid at the overtime rate, regardless of whether or not the employee is classified as exempt or non-exempt under the FLSA.
- C. The overtime rate is defined as one and one-half times the applicable hourly rate.
- 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 individual's supervisor is required for members working any overtime that is above and beyond the normal work schedule.
- B. Paid leave shall not be included in computing the number of hours worked for purposes of the computation of overtime pay.

## WORK SCHEDULES

### I. PURPOSE

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

### II. SCOPE

This policy applies to all **paid** personnel.

### III. POLICY

BDLFD 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 midnight.
- B. The **workweek** begins and ends at midnight on Sunday.
- C. The **work period** for purposes of calculation of overtime for all personnel is 7 days.

### V. GUIDELINES

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

## **PAY PERIODS/PAYCHECK DISTRIBUTION**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to all paid members of the District.

### **III. POLICY**

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

### **IV. GUIDELINES**

- A. The payroll periods at BDLFD are bi-weekly and paychecks shall be distributed to members on the Friday following the end of the bi-weekly pay period. In the event that a member has elected direct deposit of the paycheck, the deposit shall be made to the chosen financial institution on the same day.
- B. Each payday, members shall receive a statement or check stub reflecting gross pay, 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. If a member is not at work on the day the check is issued, the check shall be held at the Administrative Office until the member comes in to pick it up from a member of the office staff.
- F. The member shall report any error with paychecks to the immediate supervisor, who shall coordinate with the Fire Chief to correct any errors.
- G. Members shall be required to sign the check sign out sheet when they receive the paycheck.

## 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 and career advancement.

### II. SCOPE

This policy applies to the performance review of all members.

### 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 requires improvement. To establish plans to correct performance shortcomings and to establish goals for the upcoming work period.
- C. To provide members with the opportunity to ask questions and/or give comments and feedback regarding their overall employment with the District.
- D. To facilitate planning for future training and promotional opportunities.
- E. To determine the appropriateness of a pay increase.

### IV. GUIDELINES

#### A. Evaluation Criteria

- 1. All performance evaluations shall be completed on the approved form.
- 2. NFPA standards and BDLFD 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 Board of Directors shall approve all funds to be allocated for pay increases.
2. The Fire Chief shall approve the performance evaluations as well as the pay increases for all members.

**V. PROCEDURES FOR PERFORMANCE REVIEW PROCESS**

Supervisors are responsible for conducting performance reviews for each of their assigned subordinate members.

**A. Timing**

**Evaluations During the Probationary period**

1. All new and newly promoted members shall receive written performance reviews after 3 months, 6 months, and at the completion of the twelve-month probationary period. This is done to ensure that the member is progressing as expected throughout the probationary period.

**Other Evaluations**

2. Beyond the initial period, all members shall receive annual performance evaluations. The annual performance evaluation process shall be completed on or just prior to the member's anniversary date.
3. Performance reviews may also be required in the event of transfer, promotion, demotion or termination.
4. Informal performance reviews may occur at the discretion of the supervisor based on performance improvement plans or other performance issues.

**B. Performance Review Administration**

1. Administration of the reviews is the responsibility of the supervisor. Supervisors shall prepare the review and forward to the Fire Chief for approval no later than June 1.
2. The Fire Chief shall review and grant final approval on each evaluation within 7 days of receipt and return to the supervisor for delivery to the member.

**C. 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 free from interruptions.

**D. 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.

**E. Retention of Performance Evaluations**

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

**F. Merit/Step Increase**

In the event that a member's evaluation rating meets or exceeds the standard, he shall be eligible for a step increase as per the policy entitled "Compensation Administration."

## 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 members of the District.

### III. POLICY

In order to allow members to grow and develop within their career path, BDLFD 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 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. In screening, testing, and selecting candidates for promotion, management may consider attendance, work history, performance evaluation records, education, attitude, compatibility, responsibility, and any job-related qualifications.
- D. Depending upon the nature of the position, the Fire Chief or his designee may opt to conduct written examinations, skills assessments (practical evaluations), oral interviews, or any combination thereof.
- E. If an eligibility list has been previously established for a position and the position becomes available, the Fire Chief 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.

- F. If a member has been 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 two times and the member rejects the promotional opportunity, the member's name shall be removed from the list.
- G. When a member is promoted to a position within a higher classification, the member's pay shall be adjusted to the closest step in the new pay range that represents at least 5% higher than was being received in the previous position. However, in no case shall this exceed the maximum rate of the new class.
- H. Upon promotion, the member shall begin serving the promotional probationary period and shall be given a revised classification date.
- I. If a member does not satisfy the probationary requirements of a promotion and is returned to his original position or another position in the same classification level as the original position, his salary shall be adjusted to the same level received prior to promotion, plus any step/merit or other salary increase for which he may have otherwise been approved during his promotional probationary period.

## DEMOTIONS

### I. PURPOSE

To allow for the option of placing 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 members of the District.

### III. POLICY

It is the policy of BDLFD to consider the option of placing a member in a position of lower classification status and pay 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 pay.

### V. GUIDELINES

- A. a member may request a demotion if the member no longer is 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 be required to participate in the designated selection process. If the member is placed in a position of lower rank, his pay shall be adjusted at the discretion of the Fire Chief, and his classification date shall be adjusted accordingly.
- 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 and classification date 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 minimum step of the lower 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 demoted member has completed the probationary period in the previous classification, the member shall not be required to complete another probationary period in that classification to which he has been demoted. Exception may be made at the discretion of the Fire Chief in the instance of a disciplinary demotion; in such instance, the Fire Chief may elect to require the member to complete a probationary period in the classification in which he is placed.

# **MEMBER BENEFITS**

## **GENERAL BENEFITS**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to members of the District who meet the eligibility requirements of each individual benefit.

### **III. POLICY**

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

- Personal Time Off (PTO)
- Leaves of Absence
- Health Insurance
- Dental Insurance
- Uniforms
- Jury Duty
- Employee Assistance Programs

## PERSONAL TIME OFF (PTO)

### I. PURPOSE

To provide a personal time off benefit that will provide payment for time off for members to use at their discretion in order to have restful break from the work routine as well as provide income protection in the event of illness or injury.

### II. SCOPE

This policy applies to all full-time paid members.

### III. POLICY

BDLFD shall provide PTO accrual for full-time paid members as follows:

<u>Years Of Service</u>	<u>Accrual per Pay Period</u>
0 - 2	8.000 hours (26 8-hour days)
3 - 7	8.923 hours (29 8-hour days)
8 - 12	9.846 hours (32 8-hour days)
13+	10.769 hours (35 8-hour days)

### 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. Members shall begin to accrue PTO upon completion of the first full pay period as a full-time member.
- C. The maximum amount of PTO accrual shall be three times the member's annual allotment; however, there shall be a two-year cap for payout upon termination.
- D. PTO requests shall be granted based upon the operational needs of the District. Efforts shall be made to grant PTO requests, however, members are encouraged to secure approval prior to making plans.

- E. It is the responsibility of the member to ensure that he has adequate PTO hours accrued when requesting and taking time off. If a member takes PTO time and it is determined that his PTO accrual bank does not have adequate hours, his pay shall be reduced accordingly. The member may then be subject to disciplinary action for taking unauthorized leave without pay.
- F. Scheduled PTO should be requested no later than two weeks prior to the requested PTO time (see Procedure below).
- G. 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.
- H. 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*")
- I. In the event that a supervisor or duty officer 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.
- J. 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.
- K. Likewise, when a member is absent from work the day before or the day after a holiday or PTO 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.
- L. At the discretion of the Fire Chief, a 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.
- M. PTO hours shall not be counted as "hours worked" for purposes of the calculation of overtime.
- N. There shall be no cash payment in lieu of a member taking PTO.
- O. Any accrued and unused PTO hours up to the two year cap as set forth in Guideline "C" above will be paid at 100% upon termination of employment if the member has completed one year of full-time employment.

## **V. PROCEDURE**

- A. Members requesting PTO for purposes of vacation are to submit a Leave Request form at least two weeks in advance to their supervisor, who shall verify availability and forward to the Fire Chief for review and final approval. PTO shall not be requested more than 365 days in advance.
- B. PTO leave requests shall be considered on a first come, first serve basis. In the event of conflicting schedules, the Fire Chief shall have the final decision in granting the time off.
- C. The Battalion Chief shall arrange for coverage based upon reserves' availability submittals.
- D. A member should not assume that a PTO request has been approved until the approved leave request has been returned.

## EARNED PAID SICK TIME

### I. PURPOSE

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

### II. SCOPE

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

### III. POLICY

It is the policy of BDLFD 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 employee 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 an employee or the employee's spouse/domestic partner, or a person who stood *in loco parentis* when the employee or employee'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 employee or employee's spouse/domestic partner)
- Any other individual related by blood or affinity whose close association with the employee is equivalent to a family relationship.

### V. GUIDELINES

- A. Employees shall earn one (1) hour of EPST for every thirty (30) hours worked, up to a maximum of 40 hours per calendar year (January 1 – December 31).
- B. EPST shall be paid at the employee's normal hourly rate and shall not be counted as hours worked for the purpose of the calculation of overtime. EPST for exempt employees shall be paid at an hourly rate equivalent to 1/40<sup>th</sup> of their weekly salary. Employees 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 employee to additional EPST accrual. All employees may take EPST in increments of quarter hour or greater.

- C. Employees hired after July 1, 2017 shall accrue EPST upon hire, but shall not be entitled to use the EPST until the 90<sup>th</sup> day of employment. Prior to 90 days, sick leave shall be deducted from the employee's PTO accrual.
- D. Any unused, accrued EPST shall be carried over to the next calendar year; however, employees may not use more than 40 hours of accrued EPST in any calendar year.
- E. EPST may be used in the following circumstances:
  - 1. For the employee'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 employee'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 employee 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 employee to obtain assistance for himself or a family member.
- F. Unused, accrued EPST shall not be paid at the point of termination. In the event that an employee 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 employee shall first use any accrued EPST. Upon exhaustion of the employee's EPST annual usage and/or accrual, the time shall then be deducted from the employee's PTO accrual.
- H. If the EPST is foreseeable, employees 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, employees 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 employee has a need for EPST that is not foreseeable, he shall personally notify the Fire Chief as soon as possible, and no later than two hours prior to the start of his scheduled starting time. If the employee is unable to make the notification personally, he shall designate another person to make the notification on his behalf.
- J. In the event that an employee 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 employee's or employee'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 employee 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 from the employee himself.
- K. Employees 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 employees' use of EPST is due to a qualifying event under the FMLA, the time spent on EPST may also be counted toward the employee's FMLA entitlement.
- M. In the event that the employee's use of EPST is also a qualifying event under the FMLA and/or 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 employee's use of EPST is related to a Workers' Compensation illness or injury, the employee may be required to undergo a fitness-for-duty examination prior to return to duty.
- O. Employees shall not be discriminated against or subjected to retaliation for using EPST.
- P. There shall be no cash payment in lieu of an employee using EPST.
- Q. Information regarding employee's rights under the Fair Wage and Healthy Families Act is provided on a poster on the District's bulletin boards for employees. Additional information is available on the Industrial Commission website at [www.azica.gov](http://www.azica.gov).

## HOLIDAYS

### I. PURPOSE

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

### II. SCOPE

This policy applies to full-time members.

### III. POLICY

On the following traditional holidays, the administrative offices will be closed and all full-time members shall receive holiday pay according to the guidelines below:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

### IV. GUIDELINES

- A. District-paid holidays which fall on a Saturday will be observed by the administrative office on the preceding Friday; District-paid holidays which fall on a Sunday will be observed by the administrative office on the following Monday.
- B. Full-time members shall receive eight hours of holiday pay in lieu of working.
- C. Members must work or be on PTO the last scheduled work day before the holiday and the first scheduled work day after the holiday to be paid for the holiday.
- D. If a paid holiday falls during a member's scheduled PTO, the member shall receive holiday pay for that day and his PTO bank will not be deducted.
- E. Holiday pay shall not be counted as "hours worked" for purposes of calculation of overtime.

- F. If a member is receiving Workers' Compensation benefits due to an illness or injury, he shall not receive holiday pay for those holidays that occur while receiving the Workers' Compensation benefits.

## **GROUP HEALTH/ DENTAL INSURANCE**

### **I. PURPOSE**

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

### **II. SCOPE**

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

### **III. POLICY**

It is the policy of BDLFD to provide group health and dental insurance benefits to full time members and their eligible dependents, at a cost covered by the District. Additionally, the District shall provide an annual contribution to each full-time member's Health Savings Account (HSA).

### **IV. GUIDELINES**

- A. Coverage becomes effective on the first day of the month following the date of full-time employment.
- B. The District shall pay the entire premium for coverage for health/dental insurance for the member and his eligible dependents.
- C. If a full-time member has other health/dental insurance coverage, he shall be entitled to cash compensation in lieu of the District paying for the health/dental insurance. The amount of such compensation shall be determined by the Fire Board on an annual basis.
- D. The District shall make a contribution to the member's Health Savings Account on January 1 of each calendar year. The amount of the contribution shall be determined by the Fire Board on an annual basis.
- E. Coverage under the group health and dental insurance plan will end on the last day of the month in which employment terminates, or at the time one no longer meets eligibility requirements.
- F. 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.

## STATUTORY BENEFITS

### I. PURPOSE

To comply with Federal and State laws covering mandated benefits.

### II. SCOPE

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

### III. POLICY

In accordance with State and Federal laws, BDLFD 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. **Unemployment Insurance** - The laws governing administration of this benefit are controlled by the State of Arizona. If a 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 BDLFD.
- B. **Social Security** – Members are required by law to have a valid Social Security number and to contribute to the Social Security system. FICA contributions are deducted from each paycheck at a rate fixed by Congress. An equal sum is contributed to each member's account by BDLFD. Both the rate and the taxable wage base change periodically as specified by Federal statutes.
- C. **Workers' Compensation Insurance** – All 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."

## **WORKERS' COMPENSATION**

### **I. PURPOSE**

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

### **II. SCOPE**

This policy applies to all members of BDLFD.

### **III. POLICY**

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

### **IV. GUIDELINES**

- A. It is the responsibility of both members and management to comply with occupational safety and health standards, as well as hazard identification and elimination that are applicable to their own actions and job responsibilities.
- B. Members are required to immediately report to their supervisor any illness or injury that is attributable to work, regardless of the severity. Details of reporting requirements are set forth in the Standard Operating Guidelines.
- C. A District representative should maintain frequent contact with an injured member to provide support and encouragement in the recovery process.
- D. It is the philosophy of BDLFD to return injured or ill workers to employment within the District as soon as they are physically capable of carrying out the duties of the job or a modified duty assignment and are released to return to work by the District physician. (See policy entitled "Modified Duty") The availability of modified duty work shall be evaluated by the Fire Chief on an individual case basis. Every reasonable effort shall be made to return the member to the pre-injury job, a modified but similar job or another position, if available, within the District, based on District needs.
- E. A member who is on a Workers' Compensation leave shall be required to notify the Fire Chief in the event that he intends to recuperate at a location other than his primary residence. Likewise, the member cannot leave the state of Arizona without prior permission from the Fire Chief and the Workers' Compensation carrier.

- F. Any member who has been absent due to a work-related illness or injury may be required to undergo a *Return to Work Examination* or a *Fitness for Duty Examination* through the District-appointed physician.
- G. Workers' Compensation provides three types of benefits:
1. Compensation – When a member is unable to work due to a disability arising out of and in the course of employment, the member is eligible for payments of 66.67% of the average monthly wage up to a monthly maximum as set forth by State law. Payment begins after a seven-calendar day waiting period, unless 14 or more calendar days are missed, in which case the initial seven days would be paid. (Note: In determining the date payment begins, the day of the actual injury is not counted in the wait period).
  2. Medical Payments – Payments for medical attention, including hospitalization, doctor's fees, etc. which are necessitated because of work-related injury or illness are paid in accordance with State law.
  3. Awards – If partial or permanent disability results from accident or illness arising out of and in the course of employment, a further award may be made by the insurance carrier in accordance with State law.
- H. If a BDLFD full-time paid member suffers a work-related injury/illness and is unable to perform the functions of the job, he may apply for supplemental benefits coverage. This shall provide compensation to supplement the Workers' Compensation benefit in order that the member receives his identical base salary less the amount of the Workers' Compensation payment, taxes, and any other voluntary deductions. Additionally, if the member is granted the supplemental benefits, his PTO and EPST accruals shall be frozen during the applicable time period. During the time the employee is covered under the supplemental benefits plan, the District shall also pay the employee portion of the PSPRS contribution. The supplemental benefits shall be offered for a six month period. 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.
- I. 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 noted above may use accrued PTO leave in order to make up the difference between his normal pay and the amount of compensation paid by Worker's Compensation. Likewise, a member who has received and exhausted the benefits provided under the supplemental benefits plan noted in Guideline

"H" above may elect to utilize accrued PTO to make up the difference between his normal pay and the amount paid by Workers' Compensation. The member shall coordinate with the Fire Chief to make necessary arrangements for leave time, payroll and tax adjustments during such time.

- J. While on leave for a work-related illness or injury, the District will continue to pay the District portion of the premiums for District-provided insurance for up to a period of 6 months. Beyond that period, if employment is continued, the member shall be required to pay the full premiums, including the District portion, or to discontinue coverage.
- K. Under some circumstances, BDLFD 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. In such an instance, the member shall not be precluded from using the medical provider of his choice following the one-time visit required by BDLFD. 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 and the supplemental benefits plan.
- L. In the event a member suffers an injury or occupational illness while on the job and leaves work due to such an event, the member shall be paid for the entire scheduled shift.
- M. In the event that a member on Workers' Compensation is approved for and offered a modified duty assignment and chooses not to accept the assignment, he may be denied continuation of Worker's Compensation benefits, and may be subject to disciplinary action.
- N. If a member is off of work due to a work-related illness or injury that is being covered by Workers' Compensation, he shall be required to comply with the following:
  - 1. Contact Administration every seven days and provide an update on return-to-work status.
  - 2. Attend and fully participate in all scheduled treatment and therapy appointments.
  - 3. Remain in good standing as a member of BDLFD by adhering to District policies and standards of conduct.

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

- A. The member is to immediately notify the supervisor (or in the supervisor's absence, another member of management) 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 within three calendar days. Further details of the procedures involved in handling Worker’s Compensation injuries and/or illnesses are outlined in the Standard Operating Guidelines.

- 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 Fire Chief or his designated representative 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 the member is eligible to apply for coverage under the supplemental benefits plan as outlined in Guideline "H" above, he shall submit a written request to the Fire Chief for benefits under the plan. The request shall be filed within 7 days of receipt of notification of lost time benefits from the Workers' Compensation carrier. The Fire Chief shall provide written notification of approval or denial of supplemental plan benefits to the member within 7 days. Payment of supplemental benefits shall not be granted without written request.

## **MODIFIED DUTY ASSIGNMENT**

### **I. PURPOSE**

To allow a paid member who suffers from injury or illness that prevents performance of regular duties the opportunity to request to be assigned to a modified duty position on a temporary basis.

### **II. SCOPE**

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

### **III. POLICY**

It is the policy of BDLFD to allow members to apply for modified duty assignment in the event that they are unable to perform their regular duties due to illness or injury. When feasible, and at the discretion of the Fire Chief, the member may be assigned modified duty work on a temporary basis if such work is available and will provide benefit to the District.

### **I. GUIDELINES**

- A. A full-time member who has sustained a work-related illness or injury, is unable to perform his regular duties, and is receiving Workers' Compensation benefits, shall be required to be assessed by the District-designated physician for possible assignment to modified duty status, if such work is available.
- B. A full-time member who has sustained a non-work related illness or injury may apply for modified duty status by submitting a written request to the Fire Chief for determination of allowance of such assignment. Included in the request shall be:
  - 1. How and when the injury, illness, or medical condition was sustained.
  - 2. The type of injury or medical condition and expected time of recovery.
  - 3. Documentation from the attending physician recommending a reduced duty status.
- C. Modified duty assignment shall only be granted with the recommendation of the attending physician.

- D. Modified duty assignment shall only be made in the event that there is work available, at the sole discretion of the Fire Chief. A member who has suffered a work-related injury or illness shall be given preference for modified duty over a member whose condition is not work-related.
- E. In the event of modified duty assignment, the member shall perform such duties in uniform, unless otherwise directed by the Fire Chief.
- F. Full-time female emergency response members who are pregnant are eligible for a modified duty assignment. Based upon advice from her healthcare provider, a pregnant emergency response member is responsible for determining how long she will continue in her normal assigned position. Temporary reassignment to a non-emergency response duty may be granted upon written request to the Fire Chief.
- G. In the event of a work-related injury or illness, compensation for modified duty assignment shall be based upon the terms of the worker's compensation insurance.
- H. Modified duty members will be assigned to either the Fire Chief or the Battalion Chief for supervision until cleared back to regular duty.

## MEDICAL LEAVE ASSISTANCE PROGRAM

### I. PURPOSE

To allow individuals to assist fellow members by donating PTO leave hours in the event of a serious medical situation that creates a severe financial hardship.

### II. SCOPE

This policy applies to all paid full-time members, within the guidelines listed below.

### III. POLICY

It is the policy of the BDLFD to allow members to donate accrued PTO leave hours to other members in the instance of a serious medical situation of the member or the member's immediate family, if the receiving member has depleted all of his own accrued PTO leave hours.

### IV. DEFINITION

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

### V. GUIDELINES

- A. If a member is in a situation involving a serious medical situation causing extreme financial hardship and has depleted his or her PTO leave accruals, the member may request use of the Medical Leave Assistance Program via a written request to the Fire Chief. Likewise, a fellow member may make the request to the Fire Chief to consider another member for receipt of such donations.
- B. If the request is granted, the member shall be allowed to receive donated paid leave hours.
- C. If a member wishes to donate PTO hours for this purpose, the member must submit the donation in writing to the Fire Chief, who shall coordinate the assignment of the donated hours.
- D. Actual hours, not wages, shall be donated. Thus, the member shall receive the donated hours at the receiving member's own regular hourly rate.

- E. Once a member returns to work, the member is not eligible to receive additional donations for that particular situation.
- F. Only those hours needed for a pay period shall be used. Upon the member's return to work, all excess donation hours shall be returned to the donors in proportion to their donation. No donor shall receive more hours back than were originally donated.

## **VI. PROCEDURE**

- A. In the event that a member wishes to donate PTO hours, he shall submit a written request to the Fire Chief authorizing deduction from his leave accrual.

## 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** full-time members.

### III. POLICY

In order to remove some of the financial burden inherent in serving on jury duty, eligible 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 for up to five (5) days in a calendar year. District-related court appearances or witness appearance in a criminal case shall be similarly compensated, as noted in the Guidelines below.

### IV. GUIDELINES

- A. Full-time members are eligible to receive up to ten hours per day of jury duty compensation. When the 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.
- B. Hours paid as jury duty pay shall not be considered as "hours worked" for the purposes of calculation of overtime.
- C. 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 appear in court in the official District dress uniform.
- D. In the event that a member receives a subpoena to appear in court for a civil or criminal case not related to official duties for the District, the absence from work shall either be considered as time off without pay or shall be deducted from his PTO accrual.
- E. 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*”)

- F. Beyond the provisions of time off under the EPST policy, BDLFD will grant reasonable and necessary unpaid time off from work to any member who is a victim of a crime and wishes to take time off to attend the court-related proceeding, he shall be permitted to attend. The absence from work shall be deducted from his PTO accrual. If he has no PTO accrual, the time off work shall be without pay.

## **V. PROCEDURE**

- A. The member is required to notify the immediate supervisor and the Administration Office upon receipt of jury duty or court summons.
- B. If the member is receiving jury duty pay from the District, 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 honor District members who serve in the military, to ensure compliance with applicable laws that grant members rights in satisfying their military service obligations.

### II. SCOPE

This policy applies to all BDLFD 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 reserve training leave shall not exceed 30 days in two consecutive calendar years. Additional time off for military reserve training may be granted but shall not be covered under this policy.
- C. The member shall return to the regular position upon return from military training leave, as long as the member continues to fulfill the duties of his position.
- D. In order that a *full-time paid* member fulfilling the military training obligation does not suffer a loss of income, BDLFD shall compensate the member for the difference between the member's normal rate of pay and that pay received for the military service for up to 30 days in two consecutive calendar years. It is the responsibility of the member to coordinate with the Fire Chief for arrangement of pay during the military reserve training period.

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

- E. Additionally, in the event of a member entering full-time military service during:

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

the 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 PTO accrual. Upon return to active employment, reinstatement of position and benefits shall be afforded as required by law.

- F. If a full-time paid member is called to active military duty, his group health/dental insurance shall be continued through the last day of the month in which the military leave commences. The member has the option to continue the coverage through the District at his own expense for a period of up to two years. Regardless of whether or not the member elects to continue the coverage, the member shall be reinstated to the group insurance plan immediately upon return to duty with the District.
- G. In order to return to duty following an active-duty military leave, the member shall be able to prove that all certifications and skill requirements are intact.

## **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. Upon return to work, the member shall be required to meet the following conditions:
  - 1. The member must have properly notified the District and received approval from the Fire Chief for the military service.
  - 2. The member returns to work within 90 days after being released from active duty military service.
  - 3. The member has documentation that states that he received an honorable discharge.
  - 4. The member is able to pass the fitness-for-duty examination.
  - 5. The member must show that all skills and certifications are still satisfactory for the position.

## **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 work for an extended period of time.

### **II. SCOPE**

This policy applies to all members of the District who have completed at least six months of either paid or volunteer employment.

### **III. POLICY**

It is the policy of BDLFD 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. A member requesting a Personal Leave shall submit the request to the immediate supervisor, who shall receive final approval from the Fire Chief.
- B. Personal Leave of Absence for reserves or volunteers shall be without pay. Personal leave of absence for full-time paid members shall be without pay, after using all accrued PTO.
- C. 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.
- D. PTO allotment shall be pro-rated for the calendar year in which the full-time paid member is on an approved leave of absence.
- E. Those insurance benefits provided by the District shall continue through the end of the calendar month in which the Personal Leave of Absence commences. Continued coverage beyond that point shall be paid through the end of the month in which the member continues to receive PTO leave, at which point the member shall be required to pay the entire insurance premiums, including the portion normally paid by the District.
- F. Upon completion of the Personal Leave of Absence, the District shall make every effort to place the 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.

- G. In order to return to work, the member shall be able to prove that all certifications and skills are still satisfactory for the position.
- H. The time spent on an unpaid Personal Leave of Absence shall not be counted toward credited service for purposes of determination of seniority within the District.

## **V. PROCEDURE**

- A. A member requesting a Personal Leave of Absence shall submit a written request to his immediate supervisor with a copy to the Fire Chief as far in advance as possible. A minimum of 30 days in advance is required for non-emergency, foreseeable events. The request for the leave shall include the starting date of the requested leave, a reasonable explanation of the circumstances surrounding the leave, and the probable date of return.
- B. If a leave is necessitated by an emergency and prior written request is not possible, the 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 three working days.

## EDUCATIONAL ASSISTANCE

### I. PURPOSE

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

### II. SCOPE

Educational assistance for job-related trainings and seminars shall be available to all members, based upon budget availability.

### III. POLICY

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

### IV. GUIDELINES

#### ***Educational Assistance for Training and Seminars***

- A. Members wishing to enroll in job-related seminars or training courses shall submit a "Travel, Training, and Education" request form through their chain of command for approval by the Fire Chief at least two weeks prior to the class date.
- B. The District shall consider each request for educational assistance on an individual basis, evaluating such factors including, but not limited to, the nature of the course, the benefits to be derived by the 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 course, related travel and per diem expenses shall be covered according to the policy entitled "Travel/Per Diem Reimbursement." All pre-approved expenditures shall be reimbursed upon submission of receipts in accordance with the Standard Operating Procedure.
- D. Depending upon the nature of the course and the circumstances related to the training, the hours spent in the training may or may not be considered to be compensable. If the course is District-mandated, the hours will be compensable. If it is not District-mandated, payment for hours in attendance will be at the discretion of the Fire Chief. If the training is not mandated and the District is not paying for hours in attendance, the member

may use PTO leave or shift trades to alter his work schedule to attend the class.

- E. If the member elects to attend a seminar or training course without prior approval, the District shall not be responsible for covering the cost of the course and/or related expenses. The member may elect to use PTO leave or shift trades to alter his work schedule to attend the course.
- F. Failure to attend a scheduled course or failure to complete the course may result in the member being required to reimburse the District for all funds expended on the course if the District is unable to send an alternate or to receive a refund for prepaid tuition.
- G. Those courses or seminars that a member opts to attend as preparation for promotional opportunities shall not be considered as District-sponsored with regard to educational assistance.

***Educational Assistance for Medical Certification***

- H. BDLFD supports members in their pursuit of EMT and paramedic certification. Tuition for EMT and paramedic classes *may* be reimbursed (upon completion) by the District for a member who receives pre-approval by the Fire Chief, subject to budgetary constraints. The time spent in class shall not be compensable.
- I. In the event the member leaves the employ of the District for any reason within one year of certification as an EMT or paramedic, he shall be required to reimburse the District the full cost of the tuition paid for the training. If the member leaves the employ of the District for any reason during the second year following certification, he shall be required to reimburse the District 50% of the tuition paid for the training. Arrangements for repayment must be made with the Fire Chief. The amount due shall be deducted from the member's final paycheck. Should the amount of the member's final paycheck be insufficient to cover the full amount, the District shall invoice the member for the balance, with payment due within sixty (60) days of issuance of the invoice.
- I. The cost of recertification classes for EMT and paramedics shall be paid for in advance by the District. The time spent in class shall not be compensable.

## 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 BDLFD.

### 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](http://www.gsa.gov) or in the wildland per diem handbook.
- B. Per Diem travel allowance shall be granted to any member required to travel more than 100 miles outside of the District, according to the Arizona state approved schedule.
- C. Travel and per diem expenses shall be submitted and approved by the Fire Chief at least seven days prior to the travel in order for monies to be disbursed prior to departure.
- D. In the event of required travel, members should use District vehicles, unless such a vehicle is not available. If a District vehicle is available and the member chooses not to use it, the member shall only be eligible to receive reimbursement for actual fuel costs for actual miles traveled. If a District vehicle is not available, the member shall be reimbursed at the current mileage rate set forth by the IRS. Any special circumstances that warrant use of private automobiles, such as travel with non-family members, shall be addressed by the Fire Chief on an individual case basis.
- E. In order to receive travel reimbursement, the member shall submit receipts with the *Travel Reimbursement* form.

- F. If a member travels out-of-town to a District mandated event (meeting, training class, etc.), the travel time shall be compensable if it falls within his normal work hours. If the travel time falls outside of his normal work hours and he is a passenger, he shall not be compensated for the travel time. However, if the member is required to drive, the travel time shall be compensable.

## EMPLOYEE ASSISTANCE PROGRAMS

### I. PURPOSE

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

### II. SCOPE

This policy applies to all employees of the BDLFD, according to the guidelines below.

### III. POLICY

It is the policy of the District to make psychological counseling available to full-time employees and their eligible dependents through the District provided group health insurance. Additionally, assistance is available to all emergency response employees for Critical Incident Stress Debriefing and/or traumatic events counseling following incidents which may have caused excess stress or trauma to the employee.

### IV. GUIDELINES

#### ***General Employee Counseling***

- A. Employees who participate in the District-sponsored health insurance plan may be eligible for professional psychological counseling. Employees and/or dependents may contact the health insurance provider directly to schedule an appointment.
- B. In the event that an employee or his eligible dependent chooses to use the counseling services provided through the health insurance, he shall be required to pay the corresponding co-payments. If the employee chooses to use the services, the employee shall not be compensated for the time spent in the sessions.
- C. In the event that a supervisor believes an employee should be sent for counseling, the supervisor shall notify the Fire Chief of the situation to receive further direction with regard to obtaining approval from the District. The employee shall be required to attend counseling session(s), any out-of-pocket costs shall be covered by the District. In such a situation where the employee is required to attend counseling sessions, the employee shall be compensated for the time required to attend the sessions.
- 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 employee of the District may contact the Fire Chief if the employee believes a debriefing is necessary following an incident. The Fire Chief or his 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 employee 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 employee is exposed to one of the following events while in the course of duty, he shall be entitled to up to 12 visits of licensed counseling, 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.
  - 7. Witnessing the death of another peace officer or firefighter while engaged in the line of duty.
- H. Time in attendance at the traumatic events counseling shall be considered compensable and the employee shall not be required to use his earned leave time.
- I. In the event that the licensed mental health counselor determines that the employee is in need of additional counseling visits, the employee may be entitled to up to an additional 24 visits within one year after the first visit.
- J. In the event that the licensed mental health counselor determines that the employee is not fit for duty while the employee is receiving treatment pursuant to the traumatic event, the District shall ensure that the employee has no loss of pay and benefits for up to 30 calendar days per incident after the licensed mental health professional determines that the employee is not fit for duty if all the following apply:

1. If the employee is unable to work light duty or the District does not have a light duty option,
  2. The employee has exhausted his paid leave,
  3. If the employee does not have short-term disability benefits,
- K. 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.
- L. In the event that any BDLFD emergency response employee is exposed to one of the events noted in Guideline G above, the employee 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 employee to secure such counseling.
- M. The District shall ensure compliance with all necessary provisions of state statute regarding traumatic events counseling.