



## Regular Meeting Agenda

Thursday, October 9, 2025 at 6:00 PM

Fire Station 21, 86 E Center St., Coalville, UT 84017

**PUBLIC NOTICE** is hereby given pursuant to Utah Code §52-4-202, that the Administrative Control Board (the “Board”) of the North Summit Fire District (the “District”) will hold its regular work session and meeting on Thursday, October 9, 2025, beginning at 6:00 PM at Fire Station 21, 86 E Center St., Coalville, UT 84017

Zoom <https://us02web.zoom.us/j/82555909958>

or

**To listen by phone only: Dial** 346-248-7799 Webinar ID: 825 5590 9958

Members of the Board, presenters, and members of public, may attend by electronic means, using Zoom (phone or video). Such members may fully participate in the proceedings as if physically present. The anchor location for purposes of the electronic meeting is the same as listed above.

Page

### 1. Meeting Opening

1.1 Call to Order

1.2 Roll Call

### 2. Closed session in compliance with Utah Code §52-4-205(1) as needed, to discuss

2.1 Purchase, exchange, or lease of real property


2.2 Pending or reasonably imminent litigation

2.3 Personnel – to discuss the character, competence, or physical or mental health of an individual

- 2.4 Deployment of security personnel, devices, or systems

### 3. Pledge of Allegiance

### 4. Work Session

- 4.1 Chiefs operations update.
- 4.2 Notice of Intent to increase property taxes by \$100,000.00. 3 - 5  
Due to increased operational costs, this is a 4.56% increase  
above the 2025 property tax budgeted revenue.  
[TNT Intent.pdf](#) 

### 5. Public Input

*Public comment is for any matter not on the Agenda. If you wish to interact with the Board for public input, please follow the “Public Comment Instructions”.*

### 6. Consideration of Approval

- 6.1 Accounts Payable for 6 - 13  
[September 25.pdf](#) 
- 6.2 Minutes of 14 - 17  
[Regular Meeting - Sep 11 2025 - Minutes - Html](#) 
- 6.3 Review and possible recommendation to the County Council 18 - 97  
for approval of policy sections 1029, 1030, 1031, 1044, 1100,  
1101, 1102, 1103, 1105, Personnel Policies Sections 5, 6, 9, &  
19  
[Staff Report & Policies.pdf](#) 

### 7. Board Comments.

### 8. Adjournment

- 8.1 Adjourn Meeting

#### NOTICE OF SPECIAL ACCOMODATION DURING PUBLIC MEETINGS

Individuals with questions, comments, or needing special accommodations pursuant to the Americans with Disabilities Act regarding this meeting may contact Tyler Rowser at (435) 350-3473



Benjamin L. Nielson  
*Fire Chief*

Tyler J Rowser  
*Administrative Battalion Chief*

Tyler D. Leavitt  
*Deputy Fire Marshal*

## Staff Report

**To:** Administrative Control Board

**Meeting Date:** October 9, 2025

**Prepared by:** Ben Nielson, Fire Chief

**Subject:** Notice of Initiate to hold TNT for FY2026 Budget Increase

## Notice of Intent

Notice of Intent to increase property taxes by \$100,000.00.

Due to increased operational costs, this is a 4.56% increase above the 2025 property tax budgeted revenue.

This notice is in accordance with Utah Code §§ 59-2-919 et seq., and will trigger the Truth in Taxation requirements.

## Taxpayer Impact

Primary Residence (Median Value: \$722,000)

- 2025 Tax: \$458.25
- 2026 Tax (Proposed): \$479.13
- Annual Increase: \$20.88
- Per \$100,000 of Value:
  - 2025: \$63.47
  - 2026: \$66.34
  - Increase: \$2.87 per \$100,000

Business or Secondary Residence (Median Value: \$722,000)

- 2025 Tax: \$833.19
- 2026 Tax (Proposed): \$871.16
- Annual Increase: \$37.97
- Per \$100,000 of Value:
  - 2025: \$115.39
  - 2026: \$120.68
  - Increase: \$5.29 per \$100,000

North Summit Fire District  
PO Box 187 | 86 E. Center Street  
Coalville, Utah 84017  
435-336-2221 | Emergency 9-1-1  
[www.NorthSummitFireUT.gov](http://www.NorthSummitFireUT.gov)

## **Required Steps in the Truth in Taxation Process**

**The following steps must be completed:**

### **1. Preliminary Notification (By October 1, 2025)**

- Notify the **County Auditor** and **Utah State Tax Commission** of:
  - Date, time, and location of the TNT **public hearing**
  - Submit the TNT Ad via the Certified Tax Rate system for estimation.
  - **Notice was sent on September 15, 2025, and a revised notice was sent on September 30, 2025.**

### **2. Public Meeting to Declare Intent**

- **At least 14 days before** the general or municipal election.
- Must state:
  - **Intent to increase taxes**
  - **Dollar amount and percentage increase**
  - **Purpose** of the increase

### **3. Mailed Notices to Property Owners**

- Send notices **at least 7 days before** the general election AND **14 days before** the TNT public hearing.
- Notices must meet statutory formatting guidelines.

### **4. Public Advertisement**

- **At least 14 days before hearing**, post on:
  - [Utah Public Notice Website](#)
  - [UtahLegals.com](#)
  - County and District websites (if budget > \$250,000)
- The ad must include:
  - Increase amounts for median residential and business properties
  - Total amount and percentage of increase
  - Hearing details

### **5. Class A Physical Posting**

- **14 days prior to hearing** post notice in a public place within the county or municipality likely to be seen by residents.

### **6. Public Hearing**

- Must occur **after 6:00 PM**

- **Only TNT-related items** on agenda (budget, tax rate, fees)
- Must allow **public comment**
- **State dollar amount** and **purpose** of increase during hearing

## **7. Final Adoption**

- After the hearing and before **December 31, 2025**:
  - The property tax increase may be adopted.
  - Submit a signed **resolution or PT-800C** to the Tax Commission
  - On or before June 22, 2026, adopt the Final tax Rate.

Ben Nielson, Fire Chief  
North Summit Fire District

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10/06/25

Accrual Basis

# North Summit Fire District

## Accounts Payable

### September 2025

Date	Num	Memo	Account	Amount
<b>Air BnB</b>				
09/17/2025	CC	2026 FIRE MARSHAL/STATE CHIEFS/WINTER FI...	6516 · Training Expenses	1,474.68
Total Air BnB				1,474.68
<b>All West Communications</b>				
09/01/2025	383...	INTERNET SERVICE	6509.2 · Internet	422.55
Total All West Communications				422.55
<b>Amazon Business</b>				
09/02/2025	1X...	SEYMAC for iPad Pro 13 Inch Case 2024 M4 (7th G...	6515 · Minor Equipment	55.98
09/06/2025	19...	Bulletpoint Metal 4-Hole AMPS Base Mount with 20...	6512 · Fleet Maintenance	23.26
09/06/2025	19...	Bulletpoint RubiGrid Metal Dash Mount Phone Holde...	6512 · Fleet Maintenance	95.05
09/06/2025	19...	Magnetic Mic	6512 · Fleet Maintenance	89.90
09/06/2025	19...	Pgzszy 2 Pack Multi-Function Electronic Digital Sport ...	6518 · Office Supplies	13.99
09/06/2025	19...	EcoNour Windshield Cover for Ice and Snow   Durab...	6512 · Fleet Maintenance	32.99
09/12/2025	1Q...	Address sign for new Addmin Building.	6510 · Building and Grounds	29.95
09/12/2025	1V...	Bulletpoint Mounting Solutions Dash Mount 4.7" Arm...	6512 · Fleet Maintenance	48.48
09/12/2025	1V...	Bulletpoint Metal 2-Hole AMPS Base Mount with 20...	6512 · Fleet Maintenance	17.44
09/22/2025	CC	SOLENOID FOR E23 GENERATOR	6512 · Fleet Maintenance	37.20
09/23/2025	1M...	Bookmark Rulers, 4 Pcs Black and Clear Plastic Bin...	6518 · Office Supplies	5.49
09/25/2025	1Y...	Magnetic Mic	6512 · Fleet Maintenance	44.95
09/25/2025	1Y...	ARCHITECTURAL MAILBOXES 7507B Basic Post ...	6510 · Building and Grounds	121.00
09/25/2025	1Y...	Architectural Mailboxes Oasis® TriBolt™ Secure, An...	6510 · Building and Grounds	129.16
09/26/2025	1JL...	Amazon Basics 3 Ring Binders, 3 Inch, 2 Pack, D-Ri...	6518 · Office Supplies	11.71
09/26/2025	1JL...	Amazon Basics 3 Ring Binders, 2 Inch, 4 Pack, D-Ri...	6518 · Office Supplies	14.98
09/30/2025	1JX...	Rubbermaid Commercial Products Heavy- Duty Flo...	6510.3 · Sanitation Supplies	155.76
09/30/2025	1JX...	QWORK Car Squeegee, 2 Pack 12 inch Flexible Ca...	6510.3 · Sanitation Supplies	23.68
09/30/2025	1JX...	Zep Professional Sprayer Bottle - 32 oz (Case of 9) ...	6510.3 · Sanitation Supplies	34.15
09/30/2025	1JX...	Lemi Shine Natural Dish Detergent Booster - Hard ...	6510.3 · Sanitation Supplies	43.98
09/30/2025	1JX...	FORASTO Toilet Plunger with Holder, Plungers for B...	6510.3 · Sanitation Supplies	41.45
09/30/2025	1JX...	Finish Quantum Dishwasher Pods, No Pre- Rinse D...	6510.3 · Sanitation Supplies	68.82
09/30/2025	1JX...	Amazon Basics Wipes, Lemon & Fresh Scent, Sanit...	6510.3 · Sanitation Supplies	59.85
09/30/2025	1JX...	Amazon Basics 13 Gallon Tall Kitchen Drawstring T...	6510.3 · Sanitation Supplies	39.98
09/30/2025	1JX...	Tide PODS Laundry Detergent Pacs, 3-in- 1 Stain R...	6510.3 · Sanitation Supplies	43.96
09/30/2025	1JX...	Lysol Toilet Bowl Cleaner, Max Strength Bathroom ...	6510.3 · Sanitation Supplies	41.22
09/30/2025	1JX...	Tork PeakServe Continuous Hand Towel White H5, ...	6510.3 · Sanitation Supplies	60.33
09/30/2025	1JX...	Scott Paper Towels, Choose-A-Sheet, 30 Double R...	6510.3 · Sanitation Supplies	67.98
09/30/2025	1JX...	Georgia-Pacific Angel Soft Toilet Paper, 16880, Bul...	6510.3 · Sanitation Supplies	0.00
Total Amazon Business				1,452.69
<b>Ameritas Life Insurance Corp</b>				
09/15/2025	010...	VISION INSURANCE	2400.9 · Benefits Accrual	207.76
Total Ameritas Life Insurance Corp				207.76

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10/06/25

Accrual Basis

# North Summit Fire District

## Accounts Payable

### September 2025

Date	Num	Memo	Account	Amount
<b>Bankcard Center</b>				
09/05/2025	ACH	CREDIT CARD SERVICE FEES	6505.7 · Credit Card Service Fees	227.67
Total Bankcard Center				227.67
<b>Bound Tree</b>				
09/25/2025	859...	FENTANYL	6524 · EMS Supplies	84.02
Total Bound Tree				84.02
<b>BRD Pest Solutions</b>				
09/23/2025	CC	PEST CONTROL STA 21	6510.2 · Pest Control	77.86
09/24/2025	CC	PEST CONTROL STA 23	6510.2 · Pest Control	155.74
Total BRD Pest Solutions				233.60
<b>Burt Brothers</b>				
09/16/2025	124...	OIL CHANGE UNIT 2301	6512 · Fleet Maintenance	99.89
09/26/2025	240...	OIL CHANGE UNIT 2401	6512 · Fleet Maintenance	317.71
Total Burt Brothers				417.60
<b>caferio</b>				
09/11/2025	CC	LUCH FOR CREW FTE TESTING	6517 · Employee Food and other	186.83
Total caferio				186.83
<b>CANVA</b>				
09/23/2025	CC	BUSINESS CARDS	6518 · Office Supplies	22.00
Total CANVA				22.00
<b>ChatGPT</b>				
09/26/2025	CC	CHATGPT	6519 · Subscriptions/Membership...	21.53
09/30/2025	CC	CHATGPT	6519 · Subscriptions/Membership...	32.30
Total ChatGPT				53.83
<b>Crown Promotions</b>				
09/18/2025	C4...	T. LEAVITT UNIFORM	6513 · PPE / Equipment / Uniforms	147.00
09/18/2025	C4...	D. DAVIES UNIFORM	6513 · PPE / Equipment / Uniforms	173.00
09/18/2025	C4...	T. ROWSER UNIFORM	6513 · PPE / Equipment / Uniforms	187.00
09/18/2025	C4...	D. SANTISTEVAN UNIFORM	6513 · PPE / Equipment / Uniforms	268.00
09/18/2025	C4...	BULK ORDER FOR PART-TIME EMPLOYEES	6513 · PPE / Equipment / Uniforms	1,183.00
Total Crown Promotions				1,958.00

**North Summit Fire District**  
**Accounts Payable**  
**September 2025**

Date	Num	Memo	Account	Amount
<b>Culligan Water Conditioning Company</b>				
09/30/2025	465...	Peak Water and Ice Bottle Free Cooler (\$119.00 Eac...	6510 · Building and Grounds	238.00
09/30/2025	465...	9" Two-Bed Deionization System (DI)– High Purity D...	6510 · Building and Grounds	125.00
09/30/2025	465...	Delivery Fee	6510 · Building and Grounds	28.50
09/30/2025	465...	Installation, Quality Monitor & Loop Hoses	6510 · Building and Grounds	399.00
Total Culligan Water Conditioning Company				790.50
<b>DiscountCell, LLC</b>				
09/02/2025	SC...	Semtech AirLink MP70 + WiFi	6515 · Minor Equipment	-989.10
09/02/2025	SC...	Semtech AirLink 6in1 SharkFin Antenna	6515 · Minor Equipment	-197.10
09/03/2025	INV...	XR60 5G VERIZON WIRELESS ROUTER	6515 · Minor Equipment	1,169.10
09/15/2025	INV...	GP-IN2850 6-1 ROUTER ANTENNA	6515 · Minor Equipment	395.00
Total DiscountCell, LLC				377.90
<b>Enbridge</b>				
09/08/2025	599...	GAS SERVICE STA STA 22	6509.4 · Gas	13.17
09/08/2025	723...	GAS SERVICE STA 23	6509.4 · Gas	30.32
09/08/2025	741...	GAS SERVICE STA 21	6509.4 · Gas	37.36
Total Enbridge				80.85
<b>First Responders First</b>				
09/16/2025	NS...	INDIVIDUAL THERAPY	6505.1 · Cisd Therapy	1,300.00
Total First Responders First				1,300.00
<b>Fuel Network</b>				
09/10/2025	F26...	FUEL	6511 · Fuel	3,315.32
Total Fuel Network				3,315.32
<b>Gold Cross Services</b>				
09/01/2025	4345	AMBULANCE BILLING SERVICE	6505.6 · EMS Billing Service	1,513.50
Total Gold Cross Services				1,513.50
<b>GOODYEAR</b>				
09/29/2025	CC	TIRE REPLACMENT FOR WATER TENDER	6512 · Fleet Maintenance	2,772.36
Total GOODYEAR				2,772.36
<b>Google</b>				
09/01/2025	CC	EMAILS	6509.3 · Email	36.17
Total Google				36.17



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Accrual Basis

**North Summit Fire District**  
**Accounts Payable**  
**September 2025**

Date	Num	Memo	Account	Amount
<b>Health Equity</b>				
09/12/2025	ACH	HEALTH SAVINGS PAYROLL ENDING 08.29.25	2400.9 · Benefits Accrual	2,016.92
09/26/2025	ACH	HEALTH SAVINGS PAYROLL ENDING 09.12.25	2400.9 · Benefits Accrual	1,866.92
Total Health Equity				3,883.84
<b>Home Depot</b>				
09/22/2025	CC	BUILDING REPAIR SUPPLIES	6510 · Building and Grounds	23.93
09/22/2025	CC	FILL IN OLD DOOR AND ADD TO COMPRESSED ...	6510 · Building and Grounds	373.64
09/22/2025	CC	WRONG PARTS	6510 · Building and Grounds	-13.14
09/24/2025	CC	ADDITIONL PARTS FOR COMPRESSED AIR	6510 · Building and Grounds	26.90
09/24/2025	CC	RETURNED ITEM THAT WASNT NEEDED	6510 · Building and Grounds	-48.56
09/25/2025	CC	ADDITIONAL SUPPLIES FOR DOOR THAT WAS F...	6510 · Building and Grounds	99.34
09/25/2025	CC	PART FOR COMPRESSED AIR	6510 · Building and Grounds	16.63
09/25/2025	CC	PART ORDERED TAHT IS OUT OF STOCK	6510 · Building and Grounds	-4.55
09/26/2025	CC	BUILDING SUPPLIES	6510 · Building and Grounds	34.98
Total Home Depot				509.17
<b>ImageTrend</b>				
09/01/2025	PSI...	CAD DISTRIBUTION ANNUAL FEE	6519 · Subscriptions/Membership...	7,717.50
Total ImageTrend				7,717.50
<b>IntelliPay</b>				
09/15/2025	ACH	ACH FEES	6505.7 · Credit Card Service Fees	13.10
Total IntelliPay				13.10
<b>Leagle Shield</b>				
09/10/2025	030...	EMPLOYEE PAID BENIFIT	2400.9 · Benefits Accrual	136.60
Total Leagle Shield				136.60
<b>Les Olson Company</b>				
09/15/2025	MN...	IT SUPPORT	6505.4 · IT Support	630.00
Total Les Olson Company				630.00
<b>Lexipol</b>				
09/01/2025	INV...	ANNUAL CONTRACT	6505 · Contract Services	7,456.55
Total Lexipol				7,456.55
<b>MCMaster-CARR</b>				
09/23/2025	CC	SUPPLIES	6510 · Building and Grounds	169.25
Total MCMaster-CARR				169.25

**North Summit Fire District**  
**Accounts Payable**  
**September 2025**

Date	Num	Memo	Account	Amount
<b>Mister Car Wash</b>				
09/17/2025	CC	CAR WASH MEMBERSHIP	6512 · Fleet Maintenance	36.99
Total Mister Car Wash				36.99
<b>Mortys Car Wsh</b>				
09/01/2025	CC	CAR WASH MEMBERSHIP	6512 · Fleet Maintenance	59.08
Total Mortys Car Wsh				59.08
<b>ON X Maps</b>				
09/11/2025	CC	PUBLIC SAFETY MAPING APP	6519 · Subscriptions/Membership...	299.97
Total ON X Maps				299.97
<b>Oxygen Utah, LLC</b>				
09/30/2025	229...	OXYGEN	6524 · EMS Supplies	148.70
Total Oxygen Utah, LLC				148.70
<b>Paylogics</b>				
09/11/2025	ACH	PAYROLL ENDING 08.29.25	2500 · Accrued salaries	78,169.26
09/11/2025	ACH	PAYROLL ENDING 08.29.25	6613 · Payroll Processing Fee	276.80
09/25/2025	ACH	PAYROLL ENDING 09.12.25	2500 · Accrued salaries	74,037.36
09/25/2025	ACH	PAYROLL ENDING 09.12.25	6613 · Payroll Processing Fee	272.93
Total Paylogics				152,756.35
<b>Piorama</b>				
09/08/2025	CC	WILDLAND SHIRT	6513 · PPE / Equipment / Uniforms	88.50
Total Piorama				88.50
<b>Post Master</b>				
09/03/2025	CC	POSTAGE	6518 · Office Supplies	17.85
09/18/2025	CC	POSTAGE	6518 · Office Supplies	11.00
Total Post Master				28.85
<b>Republic Service</b>				
09/30/2025	086...	TRASH SERVICE STA 21	6510.1 · Trash	69.95
09/30/2025	086...	TRASH SERVICE STA 23	6510.1 · Trash	64.00
Total Republic Service				133.95
<b>Rocky Mountain Power</b>				
09/02/2025	345...	POWER SERVICE STA 21	6509.5 · Power	803.55
09/03/2025	352...	POWER SERVICE STA 22	6509.5 · Power	132.24
09/30/2025	356...	POWER SERVICE STA 23	6509.5 · Power	284.83
Total Rocky Mountain Power				1,220.62

# North Summit Fire District

## Accounts Payable

### September 2025

Date	Num	Memo	Account	Amount
<b>RUSTED SPOON</b>				
09/19/2025	CC	EMPLOYEE LUNCH	6517 · Employee Food and other	40.16
Total RUSTED SPOON				40.16
<b>Siddons-Martin Emergnecy Group</b>				
09/04/2025	700...	HAMMER DRILL : Makita-built brushless motor deliv...	6515 · Minor Equipment	1,200.00
09/29/2025	012...	RANCH HAND PACK	6510 · Building and Grounds	325.00
Total Siddons-Martin Emergnecy Group				1,525.00
<b>Skaggs Public Safety Uniforms</b>				
09/01/2025	263...	UNIFORM K. HUBBARD	6513 · PPE / Equipment / Uniforms	163.85
Total Skaggs Public Safety Uniforms				163.85
<b>Staples</b>				
09/06/2025	CC	LABLE MAKER TAPE	6518 · Office Supplies	39.99
09/11/2025	CC	DINNER FOR BOARD MEETING	6517 · Employee Food and other	151.73
Total Staples				191.72
<b>Streamline</b>				
09/01/2025	30A...	WEBSITE HOSTING	6505.3 · Web Site Hosting	374.00
Total Streamline				374.00
<b>Summit County</b>				
09/01/2025	582...	AFLAC	2400.9 · Benifits Accrual	45.60
09/05/2025	582...	Q2 2025 LEGAL	6526 · Legal	2,835.00
09/16/2025	582...	HEALTH INSURANCE	2400.9 · Benifits Accrual	19,964.00
09/16/2025	582...	DENTAL INSURANCE	2400.9 · Benifits Accrual	1,304.00
Total Summit County				24,148.60
<b>Summit Merc.</b>				
09/03/2025	013...	SUPPLIES FOR HANGING BANNERS FOR OPEN ...	6522 · Community Relations/Outr...	9.99
09/03/2025	024...	CABLE TIES	6510 · Building and Grounds	25.98
09/11/2025	024...	HOSE ANGLE VALVE	6510 · Building and Grounds	11.98
09/17/2025	024...	SHUT OFF VLVE	6510 · Building and Grounds	18.98
09/17/2025	024...	RV HOSE	6510 · Building and Grounds	12.99
09/22/2025	024...	TIDE	6510 · Building and Grounds	9.19
09/29/2025	024...	BOTLS/NUTS/WASHERS	6510 · Building and Grounds	1.14
Total Summit Merc.				90.25
<b>Sun Life</b>				
09/14/2025	246...	LIFE INSURANCE	2400.9 · Benifits Accrual	1,089.76
Total Sun Life				1,089.76

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10/06/25

Accrual Basis

**North Summit Fire District**  
**Accounts Payable**  
**September 2025**

Date	Num	Memo	Account	Amount
<b>Tractor Supply</b>				
09/25/2025	CC	LAWN MOWER BLAIRDS	6515 · Minor Equipment	89.99
Total Tractor Supply				89.99
<b>Tracy Givan</b>				
09/22/2025	2	FINAL 50% FOR CARPET	25.01 · Admin Office	2,305.00
Total Tracy Givan				2,305.00
<b>TruGlass</b>				
09/12/2025	CC	FIX WINDSHIELD	6512 · Fleet Maintenance	85.56
Total TruGlass				85.56
<b>Uline</b>				
09/22/2025	198...	OUTDOOR BULLITON BOARD	6510 · Building and Grounds	126.51
Total Uline				126.51
<b>Utah Association of Special Districts</b>				
09/09/2025	T. L...	T. LEAVITT CONVENTION REGISTRATION	6516 · Training Expenses	295.00
09/09/2025	B. ....	B. NIELSON ONVENTION REGISTRATION	6516 · Training Expenses	295.00
09/09/2025	T. ....	T. ROWSER CONVENTION REGISTRATION	6516 · Training Expenses	295.00
Total Utah Association of Special Districts				885.00
<b>Utah Communications Authority</b>				
09/29/2025	INV...	BUILD CODE PLUG FOR NEW RADIO	6515 · Minor Equipment	10.00
Total Utah Communications Authority				10.00
<b>Utah Retirement Systems</b>				
09/11/2025	ACH	ADMIN FEE	2400.9 · Benefits Accrual	53.71
09/12/2025	ACH	RETIRMENT PAYROLL ENDING 08.29.25	2400.9 · Benefits Accrual	12,468.62
09/15/2025	AD...	ADJUSTMENT	2400.9 · Benefits Accrual	806.92
09/26/2025	ACH	RETIRMENT PAYROLL ENDING 09.12.25	2400.9 · Benefits Accrual	12,183.43
Total Utah Retirement Systems				25,512.68
<b>VASA</b>				
09/25/2025	CC	EMPLOYEE PAID BENIFIT	2400.9 · Benefits Accrual	159.92
Total VASA				159.92
<b>Verizon Wireless</b>				
09/02/2025	612...	Telepone Service	6509.1 · Telephone	119.62
09/02/2025	612...	Data Service	6509.2 · Internet	437.37
09/02/2025	612...	2 new iPad pros	6515 · Minor Equipment	2,799.98
Total Verizon Wireless				3,356.97

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10/06/25

Accrual Basis

**North Summit Fire District**  
**Accounts Payable**  
**September 2025**

Date	Num	Memo	Account	Amount
<b>Weber River Feed</b>				
09/03/2025	CC	T POSTS FOR FIRE PREVENTION SIGNS	6522 · Community Relations/Outr...	53.04
09/27/2025	4796	FLY TRAPS	6510 · Building and Grounds	15.15
Total Weber River Feed				68.19
<b>Weber State</b>				
09/08/2025	CC	CPR CARDS	6516 · Training Expenses	12.00
09/25/2025	CC	CPR CARDS	6516 · Training Expenses	24.00
Total Weber State				36.00
<b>Whites Auto Parts</b>				
09/03/2025	399...	2 BATTERIES FOR HR21	6512 · Fleet Maintenance	281.56
09/17/2025	399...	CIR/BRKR	6512 · Fleet Maintenance	43.49
09/19/2025	399...	MOTOR OIL	6512 · Fleet Maintenance	32.37
09/19/2025	399...	MOTOR OIL	6512 · Fleet Maintenance	24.98
09/19/2025	399...	BLACK SILICON	6512 · Fleet Maintenance	15.06
Total Whites Auto Parts				397.46
<b>Zions Bank Bankcard Center</b>				
09/03/2025	ACH	VISA CASH BACK REWARDS	1013 · Visa Card Cash Back	-250.00
Total Zions Bank Bankcard Center				-250.00
<b>TOTAL</b>				<b>252,623.47</b>



## **Regular Meeting - Sep 11 2025 Minutes**

Thursday, September 11, 2025 at 6:00 PM

Fire Station 21, 86 E Center St., Coalville, UT 84017

### **1. Meeting Opening**

#### **1.1 Call to Order**

Vice Chair Dallin called the meeting to order at 6:08 PM

#### **1.2 Roll Call**

Board Members Present:

Steven Dallin, Louise Willoughby, Aristides Ioannides, and  
Corey Ann Blonquist

Board Members Absent:

Don Donaldson

Staff Members Present:

Tyler Rowser, Nick Jarvis, Benjamin Nielson, and Ryan Stack

### **2. Closed session in compliance with Utah Code §52-4-205(1) as needed, to discuss**

2.1 Purchase, exchange, or lease of real property



2.2 Pending or reasonably imminent litigation

2.3 Personnel – to discuss the character, competence, or physical  
or mental health of an individual

- 2.4 Deployment of security personnel, devices, or systems  
No closed session was called for.

### 3. Pledge of Allegiance


### 4. Work Session

- 4.1 Chiefs operations update.  
[2025 Statistics.pdf](#)   
Chief Nielson went over the operations report.
- 4.2 Review Q2 2025 Financials.  
[Q2 2025 Budget v Actual.pdf](#)   
Chief Rowser went over the budget report.

### 5. Public Input

None

### 6. Consent Agenda

- 6.1 Accounts Payable for  
[Aug 2025 Accounts Payable.pdf](#)   
Motion to approve accounts payable


*Moved by:* Aristides Ioannides

*Seconded by:* Louise Willoughby

**Aye**

Steven Dallin, Louise Willoughby, Aristides Ioannides, and Corey Ann Blonquist

**Carried 4-0**

- 6.2 Minutes of  
[Regular Meeting - Aug 14 2025 - Minutes - Html](#)   
Motion to approve


*Moved by:* Aristides Ioannides

*Seconded by:* Louise Willoughby

**Aye** Steven Dallin, Louise Willoughby, Aristides Ioannides, and Corey Ann Blonquist

**Carried 4-0**

## **7. Consideration of Approval**

- 7.1 Review and possible recommendation to the County Council for approval of policy sections 204, 211, 212, 213, 800, 801, 802, 803, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, & 918 [Policies.pdf](#) 

Chief Rowser went through the policies.

motion to recommend to the county council

*Moved by:* Louise Willoughby

*Seconded by:* Corey Ann Blonquist

**Aye** Steven Dallin, Louise Willoughby, Aristides Ioannides, and Corey Ann Blonquist

**Carried 4-0**

- 7.2 Discussion and appointment of a board member and an alternate board member to represent NSFD on the Utah Association of Special Districts board of representatives. [UASD Staff Report.pdf](#) 

Chief Nielson went over what this is for.

Motion to appoint board member Dallin as primary board member Blonquist as the alternate.

*Moved by:* Corey Ann Blonquist

*Seconded by:* Louise Willoughby

**Aye** Steven Dallin, Louise Willoughby, Aristides Ioannides, and Corey Ann Blonquist

**Carried 4-0**



- 7.3 Discussion and possible approval of a capital expense of \$50,000 to purchase a 2008 EOne fire engine from Park City Fire District.

[Engine Purchase Agreement \(from PCFD\).pdf](#) 

[Engine Purchase Agreement \(from PCFD\) - Signed.pdf](#) 

Motion to approve the purchase agreement for the e-one from PCFD.

*Moved by:* Aristides Ioannides

*Seconded by:* Louise Willoughby

**Aye** Steven Dallin, Louise Willoughby, Aristides Ioannides, and Corey Ann Blonquist

**Carried 4-0**

## **8. Board Comments.**

Steve thanked Chief Nielson for his willingness to attend the city meetings.

Chief Nielsen invited the board to participate in the flash-over trailer in October.

## **9. Adjournment**

- 9.1 Adjourn Meeting  
Motion to adjourn

*Moved by:* Louise Willoughby

*Seconded by:* Aristides Ioannides

**The meeting was adjourned at 6:58 PM**



Benjamin L. Nielson  
*Fire Chief*

Tyler J Rowser  
*Administrative Battalion Chief*

Tyler D. Leavitt  
*Deputy Fire Marshal*

## Staff Report

**To:** Administrative Control Board

**Meeting Date:** October 9, 2025

**From:** Fire Chief Ben Nielson

**Subject:** Recommendation to the Summit County Council to Adopt Updated District Policies

## Background & Summary

The Policy Subcommittee completed a comprehensive review and update of several District policies to align with current best practices, county requirements, and operational needs. The packet includes new and revised policies covering uniforms and insignia, identification and social media, facility security and emergency power, environmental compliance, flags, station living standards, hiring and HR processes, fringe benefits, and donations.

## Highlights include:

- **Uniform Regulations (Policy 1029):** Establishes Class A/B/Duty uniform standards, procurement/allowance, rank insignia, and wear guidance to strengthen professional image.
- **Badges (Policy 1030):** Defines badge types/controls, retiree badges, mourning bands and loss/unauthorized use procedures.
- **Identification Cards (Policy 1031):** Requires District ID issuance/possession, card content, retiree IDs, replacement, and loss procedures.
- **Member Speech, Expression, and Social Networking (Policy 1044):** Balances member rights with District interests; addresses safety, prohibited conduct, endorsements, political activity, and training.
- **Facility Security (Policy 1100):** Sets physical security expectations for stations/administration areas, visitor control, suspicious activity, and breach response.
- **Emergency Power (Policy 1101):** Requires planning, equipment standards, testing/maintenance responsibilities, fueling, vendor/record-keeping, and contingencies.

North Summit Fire District  
PO Box 187 | 86 E. Center Street  
Coalville, Utah 84017  
435-336-2221 | Emergency 9-1-1  
[www.NorthSummitFireUT.gov](http://www.NorthSummitFireUT.gov)

- **Wastewater Discharge (Policy 1102):** Implements best management practices for training, washing, fueling, maintenance, emergency operations, trauma scenes, hazmat, and notifications.
- **Flag Display (Policy 1103):** Aligns with the U.S. Flag Code and Utah guidance for daily operations and half-staff protocols.
- **Fire Station Living (Policy 1105):** Establishes daily/weekly cleanliness standards, inspections, safety considerations, and shift procedures.
- **Section 5 – Hiring for New & Vacant Positions:** Clarifies recruitment, testing, veterans' preference, eligible lists, structured final interviews, conditional offers, medical/drug testing, eligibility verification, and orientation periods.
- **Section 9 – Fringe Benefits:** Updates health/dental/disability references, leave status, **vacation accruals and usage** (including time off request timelines and buyouts), sick leave accruals/cash-out on retirement, dependent care leave, funeral/jury/holiday leave, FMLA alignment, and URS retirement notes. *Redline pages* show key edits to vacation request deadlines, accrual tables, and usage rules.
- **Section 19 – Donations Policy:** Creates a full donations framework (definitions, evaluation, money/securities, real property, non-monetary items, maintenance, agreements, acknowledgments, excess funds, and annual reporting).

These updates modernize District policy, clarify responsibilities, reduce risk, and support consistent, professional operations across divisions.

Policies

## Rationale

- **Legal & Regulatory Alignment:** Conforms with federal/state requirements (e.g., Flag Code; Utah OSHA references; FMLA; workers' comp; USERRA; DEQ notifications).
- **Operational Clarity:** Provides clear, rank-specific uniform/insignia standards; ID control; station security protocols; emergency power continuity; environmental BMPs; and station living expectations.
- **Workforce & HR Consistency:** Standardizes hiring processes, interview structures, veterans' preference application, orientation, and leave/benefit administration.
- **Governance & Stewardship:** Donations policy establishes transparent acceptance, accounting, and maintenance expectations.

## Fiscal Impact

- **Minimal/Within Existing Appropriations.**
  - **Uniforms/Insignia:** Covered by existing uniform allowance structure (Policy 1029).
  - **Training/Implementation:** Brief rollouts and supervisory training can be delivered in-house.
  - **Facility/Equipment:** Emergency power testing/maintenance, visitor logs/badging, and environmental BMPs are largely status-quo or low-cost procedural updates.
  - **Donations Administration:** Utilizes existing financial controls with negligible incremental cost.

If Council adoption triggers any item with a measurable new cost, staff will return with a budget amendment recommendation.

## Implementation Plan

1. **Internal Notice & Publishing:** Distribute adopted policies to all members and post to the District policy repository.
2. **Brief Trainings:**
  - Company-level tailboard briefings for uniforms, station living, and facility security.
  - Targeted sessions for command staff/HR on hiring workflows, leave/benefit changes, and donations processing.
3. **Effective Date:** Upon Summit County Council adoption; supervisors to begin compliance checks the first full pay period following adoption.
4. **Monitoring:** Battalion Chiefs/Division Leads to track compliance; HR to audit hiring/leave processes; annual donations report to the Board per Section 19.

Ben Nielson, Fire Chief  
North Summit Fire District

# Uniform Regulations

## 1029.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish uniform regulations for members in order to enhance the District's overall professional and positive image.

## 1029.2 POLICY

Best Practice

It is the policy of the North Summit Fire District that members shall wear the proper uniform at all times when on-duty or engaged in District-related activities off-duty. Members shall maintain an adequate supply of uniforms to meet the needs of their assignment and maintain the uniforms in an acceptable condition. This policy does not supersede District regulations regarding the use of any personal protective equipment (PPE).

## 1029.3 UNIFORM PROCUREMENT

Best Practice

MODIFIED

A uniform allowance will be budgeted annually as determined by a Chief Officer to ensure adequate uniform needs. The uniform allowance is for the purchase of approved uniform items per this policy. All uniform funds are to be used strictly by the employee for their individual uniform needs.

All uniforms are the property of the District and are to be turned in upon termination of employment.

## 1029.4 CLASS A UNIFORM

Best Practice

MODIFIED

Class A Uniform: Worn anytime an employee represents the district in an official capacity, such as graduation, promotional ceremonies, court appearances, funerals, ceremonial functions, or any other event deemed appropriate by a chief officer.

Full-time employees are the only members required to purchase a Class A Uniform within the first two years of employment. If unforeseen circumstances prevent a member from meeting this requirement, other arrangements may be approved by the Fire Chief. All members are encouraged to purchase a Class A Uniform if possible. If a member does not have a Class A Uniform, they shall wear a Class B Uniform with a black tie or cross tie for women to all Class A Uniform events.

Class A Uniform accessory items are available at approved vendor(s).

- Class A Uniform: Worn anytime an employee represents the district in an official capacity, such as graduation, promotional ceremonies, court appearances, funerals, ceremonial functions, or any other event deemed appropriate by a chief officer.
- Shirt – White, 100% poly/cotton or tropical blend, long sleeve, Flying Cross brand.

# North Summit Fire District

## Policy Manual

### *Uniform Regulations*

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- Coat – Flying Cross brand; black, double-breasted with two columns of three "FD" buttons. District patch on both right and left shoulders, 1<sup>1</sup>/<sub>4</sub>" down from the shoulder seam. Metal accents shall be gold for officers and silver for firefighters.
  - Sleeve Stripes:
    - Chief - Five (5) one-half-inch gold braids sewn two (2) inches from the sleeve end, each one-quarter inch apart.
    - Deputy Chief - Four (4) one-half-inch gold braids sewn two (2) inches from the sleeve end, each one-quarter inch apart.
    - Battalion Chief - Two (2) one-half-inch gold braids sewn two (2) inches from the sleeve end, each one-quarter inch apart.
    - Captain - Two (2) one-half-inch gold braids sewn two (2) inches from the sleeve end, each one-quarter inch apart.
    - Firefighter - One (1) one-half-inch silver braid sewn two (2) inches from the sleeve end.
  - The Maltese cross may be worn one (1) inch above the braid, with one cross representing five years of service (including service with other fire agencies).
- Collar Brass – Worn on the Class A coat at the split in the collar. Insignia per rank:
  - Chief – Five (5) crossed gold bugles.
  - Deputy Chief – Four (4) crossed gold bugles.
  - Battalion Chief – Two (2) crossed gold bugles.
  - Captain – Two (2) parallel gold bugles.
  - Firefighter – Firefighter silver scramble.
- Pants – Flying Cross brand; black, matching the dress coat.
- Belt – Black, smooth, dress-style, no large ornamental buckles.
- Shoe – High-gloss Oxford black Bates dress shoe or equivalent.
- Sock – Black or navy blue.
- Cap – Black or white, depending on rank. Fire Officers wear white; all others wear black. Caps have authorized insignia and bands:
  - Gold band for officers, silver for firefighters.
  - Insignia (hat pin) approved by the Fire Chief:
    - Chief – Five (5) crossed gold bugles.
    - Deputy Chief – Four (4) crossed gold bugles.
    - Battalion Chief - Two (2) crossed gold bugles.
    - Captain – Two (2) parallel gold bugles.
    - Firefighter – Firefighter silver scramble.

## Uniform Regulations

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- Necktie – Black necktie, clip-on or tied for men; black necktie or cross-tie for women.

### 1029.5 CLASS B UNIFORM

**Best Practice** **MODIFIED**

Class B Uniform is worn for public events, station tours, or as directed by a Chief Officer. Badge shirts should be worn over duty T-shirts.

- Class B Shirt – Workrite Fire Officer Navy blue, short or long-sleeve shirt with the district patch on both right and left shoulders, 1/2" down from the shoulder seam. Chief Officers may wear Flying Cross white, short-sleeved or long-sleeved shirts with a district patch on both right and left shoulders, 1/4" down from the shoulder seam. EMT level patch on right breast 1 1/2" above the right breast pocket, with nametag and service star(s) worn directly above and centered over the right breast pocket.
- Officers shall have on the right and left collar the appropriate bugles as stated above in section 1029.4
- Pants – Navy blue, straight-leg.
- Belt – Black leather or nylon rescue belt.
- Boots – Black polishable toe.
- Socks – No color requirement when wearing pants.
- Hat – Not to be worn with Class B Uniform.

### 1029.6 DUTY UNIFORM

**Best Practice** **MODIFIED**

Duty uniforms are worn during daily operations and responses. Members are expected to be in their duty uniform while on duty. Members are prohibited from wearing uniforms while off duty, unless approved by the Fire Chief or his designee. All options for the daily duty uniform will be made available through the current vendor(s). The Fire Chief must approve any uniform purchased from an outside vendor before it can be worn.

Members shall have a Class B Shirt and pants available at the station.

- Duty Polo - Navy blue, with approved insignia, must be worn from 08:00 to 19:00
  - The right breast shall be embroidered with the last name and Fire/EMS rank.
  - Officers shall have embroidered on the right and left collar the appropriate bugles as stated above in section 1029.4
- Duty T-Shirt – Navy blue, with approved insignia, may be worn under the duty polo, Physical fitness, after hours, or during fire operations
- Pants – Navy blue, straight-leg workrite Nomex.
- Boots – Black.
- Hat – Approved ball cap or beanie.

# North Summit Fire District

## Policy Manual

### *Uniform Regulations*

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- Boonie hat – For outdoor assignments or physical training.
- Duty Shorts - A navy blue, straight-leg pair may be worn while on duty, paired with a black low-cut tactical boot or low-cut work shoe. Black or navy blue socks shall be worn when wearing shorts. If wearing a duty t-shirt
- Coat or 1/4 zip pullover - with approved insignia.
- Physical fitness shorts/t-shirt - Black or navy blue gym shorts/t-shirts with approved insignia may only be worn during Physical fitness or between 19:00 and 07:00 at the station.
- Coveralls- Navy blue, cargo-style. Short-sleeve or long-sleeve options available. Only to be worn during Physical fitness time or between the hours of (22:00-07:00).
- Administration- Have the option to wear business casual attire as part of their duty uniform.



# Badges

## 1030.1 PURPOSE AND SCOPE

**Best Practice**

The name of the North Summit Fire District and the District badge and uniform patches are property of the District. This policy establishes the rules associated with North Summit Fire District badges and any likeness of the badge.

## 1030.2 POLICY

**Best Practice**

The North Summit Fire District may issue members of the District a curved uniform badge for use or display in compliance with this policy.

Only authorized badges issued or formally authorized by this District shall be displayed, carried or worn by members while on-duty or otherwise acting in an official or authorized capacity.

## 1030.3 BADGE TYPES

**Best Practice**

### 1030.3.1 SWORN, APPOINTED OR ELECTED MEMBER FLAT BADGES

**Best Practice**

Sworn, appointed or elected members may, at their own expense and with the written approval of the Fire Chief, purchase a flat badge that can be carried in a wallet.

A sworn, appointed or elected member may sell, exchange or transfer a flat badge only to another sworn, appointed or elected member of the North Summit Fire District and only with the written approval of the Fire Chief.

### 1030.3.2 CIVILIAN MEMBER BADGES

**Best Practice**

Curved uniform badges issued to Civilian personnel shall be clearly marked to reflect the position of the assigned member (e.g., dispatcher, Public Information Officer, inspectors).

- (a) Civilian personnel shall not display the District badge except as a part of the uniform and while on-duty, or otherwise acting in an official and authorized capacity.
- (b) Civilian personnel shall not display the District badge or represent themselves, on- or off-duty, in such a manner which would cause a reasonable person to believe that they occupy the rank or position of any other member of the District.
- (c) Civilian personnel may not purchase, carry or display a flat badge.

### 1030.3.3 RETIREE BADGES

**Best Practice**

## *Badges*

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Upon honorable retirement, a member may purchase his/her assigned curved uniform badge for memorabilia purposes. Other uses of the badge may be unlawful. The badge will remain the property of the North Summit Fire District and may be revoked in the event of misuse or abuse.

An honorably retired sworn, appointed or elected member of the District may keep his/her flat badge upon retirement.

### **1030.3.4 MOURNING BADGE**

#### **Best Practice**

Uniformed members shall wear a black mourning band across the uniform badge whenever a firefighter is killed in the line of duty. The following mourning periods will be observed:

- (a) A firefighter of this District: From the time of death until midnight on the 14th day after the death.
- (b) A firefighter from this or an adjacent county: From the time of death until midnight on the day of the funeral.
- (c) Funeral attendee: While attending the funeral of an out-of-region firefighter.
- (d) As directed by the Fire Chief.

### **1030.4 LOSS OF BADGE**

#### **Best Practice**

Any member who loses any badge must immediately report the loss to his/her supervisor. A badge should be considered lost whenever it is not in the direct control of the member.

### **1030.5 UNAUTHORIZED USE OF BADGES**

#### **Best Practice**

No badge shall be issued to anyone other than a current or honorably retired member of the District. District badges are for official use only.

The District badge, uniform patch or any likeness thereof shall not be used for personal or private reasons including, but not limited to, letters, memoranda or electronic communications, such as email, websites or Web pages.

Members may not use the District badge, uniform patch or District name in any material (printed matter, products or other items) without approval of the Fire Chief.

Members shall not loan their District badge to others and shall not permit the badge to be reproduced or duplicated.

### **1030.6 PERMITTED BADGE USE BY MEMBER GROUPS**

#### **Best Practice**

The likeness of the District badge shall not be used by any member group without the express prior authorization of the Fire Chief and shall be subject to the following:

# North Summit Fire District

## Policy Manual

### *Badges*

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- (a) The member associations may use the likeness of the District badge for merchandise and official association business provided the merchandise is used in a clear representation of the association and not the North Summit Fire District. The following modifications shall be included:
  - 1. Any text referring to the North Summit Fire District shall be replaced with the name of the member association.
  - 2. The badge number portion of the image shall display the name or acronym of the member association.

# Identification Cards

## 1031.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish the guidelines for issuing and possessing North Summit Fire District identification cards. Any image or likeness of the identification card and the name of the North Summit Fire District are the property of the District and their use shall be restricted as specified in this policy.

## 1031.2 POLICY

Best Practice MODIFIED

It is the policy of the North Summit Fire District that identification cards shall be issued to all District members. All members shall be in possession of their District-issued identification card at all times while on-duty or otherwise acting in an official or authorized capacity. The use and display of District identification cards shall be in compliance with this policy.

Employee shall surrender their ID Card upon Suspension or Termination (voluntary or involuntary), with the exception as outlined in section 1031.4.

## 1031.3 IDENTIFICATION CARD CONTENT

Best Practice MODIFIED

District-issued identification cards shall include the following information:

- The District name
- An image of the District patch
- A photograph of the member
- The full name of the member
- The rank of the member
- The member's employee identification number
- The District's mailing address
- A statement indicating that the identification card is the property of the North Summit Fire District and that if found, the card must be returned to the District

## 1031.4 RETIREE IDENTIFICATION CARD

Best Practice

Upon honorable retirement members may be issued a retiree identification card. The card shall clearly indicate that the holder is a "Retired" member of the District.

## 1031.5 UNAUTHORIZED USE

Best Practice

### *Identification Cards*

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District identification cards may not be displayed for any purpose other than official use.

Members may not use an image or likeness of the District identification card in any material (printed matter, products or other items) without prior written approval from the Fire Chief.

Members shall not loan District identification cards to others and shall not permit the identification card to be reproduced or duplicated.

#### **1031.6 LOSS OF DISTRICT IDENTIFICATION CARD**

##### **Best Practice**

The loss of the District identification card must be immediately reported to the District. An identification card should be considered lost whenever it is not in the direct control of the member.

#### **1031.7 REPLACING IDENTIFICATION CARDS**

##### **Best Practice**

Identification cards should be replaced whenever they become damaged, faded or otherwise difficult to read, whenever a member changes rank or when the member's photograph becomes outdated or no longer presents an accurate depiction of the member.

# Member Speech, Expression, and Social Networking

## 1044.1 PURPOSE AND SCOPE

Best Practice MODIFIED

This policy is intended to address issues associated with member use of social networking sites and to provide guidelines for the regulation and balancing of member speech and expression with the needs of the District. This policy also is intended to be in compliment of all existing personnel policy; if anything in this policy is found to be in conflict with the current Council adopted personnel policy, then the Council adopted policy governs and controls.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. Summit County does not allow for Unions; in the County or its Districts. The County does not allow collective bargaining. For example, this policy does not limit an employee from speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, about matters of public concern, such as misconduct or corruption.

Members are encouraged to consult with their supervisor regarding any questions arising from the application or potential application of this policy.

### 1044.1.1 APPLICABILITY

Best Practice

This policy applies to all forms of communication, including but not limited to film, video, print media, public or private speech, and use of all internet services, including the web, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video, and other file-sharing sites.

## 1044.2 POLICY

Federal

Public employees occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of this District. Due to the nature of the work and influence associated with the fire profession, it is necessary that members of this District be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the North Summit Fire District will carefully balance the individual member's rights against the District's needs and interests when exercising a reasonable degree of control over its members' speech and expression.

## 1044.3 SAFETY

Best Practice

Members should consider carefully the implications of their speech or any other form of expression when using the internet. Speech and expression that may negatively affect the safety of the

## *Member Speech, Expression, and Social Networking*

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North Summit Fire District members, such as posting personal information in a public forum, can result in compromising a member's home address or family ties. Members should therefore not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety of any member, a member's family, or associates. Examples of the type of information that could reasonably be expected to compromise safety include:

- Disclosing the address of a fellow firefighter.
- Otherwise disclosing where another firefighter can be located off-duty.

### **1044.4 PROHIBITED SPEECH, EXPRESSION, AND CONDUCT**

#### **Best Practice**

To meet the District's safety, performance, and public-trust needs, the following is prohibited unless the speech is otherwise protected (for example, an employee speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, on a matter of public concern):

- (a) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation, or professionalism of the North Summit Fire District or its members.
- (b) Speech or expression that, while not made pursuant to an official duty, is significantly linked to or related to the North Summit Fire District and tends to compromise or damage the mission, function, reputation, or professionalism of the North Summit Fire District or its members. Examples may include:
  1. Statements that indicate disregard for the law of the state or U.S. Constitution.
  2. Expression that demonstrates support for criminal activity.
  3. Participating in sexually explicit photographs or videos for compensation or distribution.
- (c) Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the member as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination, or illegal behavior.
- (d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the members of the District.
- (e) Speech or expression that is contrary to the canons of the Firefighters' Code of Ethics as adopted by the North Summit Fire District.
- (f) Use or disclosure, through whatever means, of any information, photograph, video, or other recording obtained or accessible as a result of employment with the District for financial or personal gain, or any disclosure of such materials without the express authorization of the Fire Chief or the authorized designee.
- (g) Posting, transmitting, or disseminating any photographs, video or audio recordings, likenesses, or images of District logos, emblems, uniforms, badges, patches, marked vehicles, equipment, or other material that specifically identifies the North Summit Fire

## *Member Speech, Expression, and Social Networking*

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District on any personal or social networking or other website or web page, without the express authorization of the Fire Chief.

- (h) Accessing websites for non-authorized purposes, or use of any personal communication device, game device, or media device, whether personally or District-owned, for personal purposes while on-duty, except in the following circumstances:
  - 1. When brief personal communication may be warranted by the circumstances (e.g., inform family of extended hours).
  - 2. During authorized breaks; however, such usage should be limited as much as practicable to areas out of sight and sound of the public and shall not be disruptive to the work environment.

Members must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the member (e.g., social or personal website).

### 1044.4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

**Federal** **MODIFIED**

Although members are not restricted from engaging in the following activities as private citizens or as authorized members of a recognized bargaining unit, members may not represent the North Summit Fire District or identify themselves in any way that could be reasonably perceived as representing the North Summit Fire District in order to do any of the following, unless specifically authorized by the Fire Chief:

- (a) Endorse, support, oppose or contradict any political campaign or initiative
- (b) Endorse, support, oppose or contradict any social issue, cause or religion
- (c) Endorse, support or oppose any product, service, company or other commercial entity
- (d) Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or on any website

Members retain their right to vote as they choose, to support candidates of their choice and to express their opinions as private citizens, on political subjects and candidates at all times while off-duty. However, members may not use their official authority or influence to interfere with or affect the result of an election or a nomination for office. Members are also prohibited from directly or indirectly using their official authority to coerce, command or advise another member to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes (5 USC § 1502).

### 1044.4.2 POLITICAL ACTIVITY

**Best Practice**

No member shall be prohibited from engaging in political activity, unless otherwise prohibited by law, in violation of District policy, or any time a member is on-duty or in uniform.

Members shall not be coerced or required to engage in political activity.



## *Member Speech, Expression, and Social Networking*

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### **1044.5 PRIVACY EXPECTATION**

#### **Best Practice**

Members forfeit any expectation of privacy with regard to emails, texts, or anything published, shared, transmitted, or maintained through file-sharing software or any internet site that is accessed, transmitted, received, or reviewed on any District technology system (see the Information Technology Use Policy for additional guidance).

### **1044.6 CONSIDERATIONS**

#### **Best Practice**

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the Fire Chief or the authorized designee should consider include:

- (a) Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- (b) Whether the speech or conduct would be contrary to the good order of the District or the efficiency or morale of its members.
- (c) Whether the speech or conduct would reflect unfavorably upon the District.
- (d) Whether the speech or conduct would negatively affect the member's appearance of impartiality in the performance of duties.
- (e) Whether similar speech or conduct has been previously authorized.
- (f) Whether the speech or conduct may be protected and outweighs any interest of the District.

### **1044.7 TRAINING**

#### **Best Practice**

Subject to available resources, the District should provide training regarding member speech and the use of social networking to firefighters and supervisors.

# Facility Security

## 1100.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to establish guidelines for the physical security of fire stations and other District facilities. The safety and security of District members is the primary purpose of this policy. District members should be mindful of their responsibility to protect themselves from any potential physical threats and to protect the security of District facilities.

## 1100.2 POLICY

**Best Practice**

It is the policy of the North Summit Fire District to provide physical security measures for all facilities under District control.

## 1100.3 GUIDELINES

**Best Practice**

Members are responsible for ensuring that all District facilities remain secured from unauthorized access at all times.

District members should apply the following guidelines whenever practicable.

### 1100.3.1 ADMINISTRATION, FIRE PREVENTION AND OTHER PUBLIC ACCESS AREAS

**Best Practice**

Public access facilities should only be accessible to the public during published business hours and only when sufficient staffing is available to monitor the movement of visitors and restrict access to areas containing confidential or sensitive materials or information. Any facility allowing access to the public should have a designated reception area and some method of limiting public access to controlled areas.

A visitor control process should be implemented at each facility that allows public access. The control process should include a visitor's log. Each visitor should record his/her name and purpose of the visit. Completed visitor logs should be retained for the period prescribed in the District's records retention schedule. All visitors entering controlled areas of any facility that allows public access should be issued a visitor's badge. The badge should be prominently displayed on the outermost layer of the visitor's clothing throughout the visitor's stay in the facility. Visitors should be accompanied at all times while inside the controlled areas of the facility and monitored throughout the visit.

Members of the public should be prohibited from using photographic, electronic imaging or recording equipment while inside the controlled areas of the facility, unless such use is necessary for the business purpose of the visit and then only with the approval of the facility's manager or a chief officer.

### *Facility Security*

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No public access to the facility should be permitted outside of the published business hours. The facility should be secured against unauthorized entry when closed or when sufficient District personnel are not available to monitor visitor access.

#### 1100.3.2 FIRE STATIONS

##### **Best Practice**

Fire stations are considered secure facilities with limited public access. Public access to a fire station shall only be permitted into the designated public access area, which should be kept free of confidential records, reports or other protected materials.

A member of the District should accompany any visitor entering the controlled areas of the fire station. All visitors should be monitored throughout their stay in the fire station. The public should not be allowed access to the member sleeping quarters of the station or to any area where members have private lockers or storage for personal belongings. Visitors should not be allowed to take photographs, electronic images or other recordings while inside a fire station, unless it is essential to the purpose of the visit.

All fire station exterior doors should be equipped with self-closing and self-locking doors. All exterior doors should be kept closed and locked at all times, including apparatus bay doors, unless a member is present to prevent unauthorized access. All points of access to the fire station should be closed and locked any time no members are present. All exterior storage rooms, lockers or other facilities should remain locked at all times unless directly observed by a member. Secure parking areas (fenced/gated) should be kept secured at all times unless directly observed by a member.

#### 1100.3.3 BREACH OF SECURITY

##### **Best Practice**

All members are responsible for assisting in maintaining the security of District facilities.

Any breach in security should be reported as soon as practicable, through the chain of command, to the chief officer or division manager responsible for the facility.

Any criminal activity that occurs and that poses a threat to District members should immediately be reported to local law enforcement. If warranted by conditions or circumstances, all on-duty members should be notified of the incident and any recommended precautions as soon as practicable. Other members of the District should be notified of the incident as soon as practicable, given the totality of the circumstances.

#### 1100.3.4 SUSPICIOUS ACTIVITY

##### **Best Practice**

District members should be vigilant about any suspicious activity occurring in or around District facilities and should report any such activity, through the chain of command, to the chief officer or division manager responsible for the facility. In some circumstances it may be necessary to immediately contact law enforcement to investigate a suspicious activity or circumstance. Suspicious activity may include, but is not limited to:

# North Summit Fire District

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### *Facility Security*

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- Anyone loitering in the vicinity of the facility for an extended period of time.
- Unknown individuals photographing or taking images of the facility, of members of the District assigned to the facility or of District vehicles or apparatus.
- Unknown individuals who appear to be monitoring the activities taking place at the facility.
- Anyone attempting to gain access or requesting access to District facilities without proper authorization.
- Any abandoned packages or other items left on District grounds or adjacent to District facilities.
- Any unknown or abandoned vehicles left on District grounds or adjacent to the District facility.

# Emergency Power

## 1101.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to establish a process for identifying emergency power needs or relocation plans for critical facilities and/or equipment. The District provides critical emergency services to the community and must be able to respond to incidents with fully functioning equipment, regardless of commercial power failures.

## 1101.2 POLICY

**Best Practice**

It is the policy of the North Summit Fire District to provide emergency power sources at its facilities where necessary.

## 1101.3 RESPONSIBILITIES

**Best Practice**

The Fire Chief or the authorized designee shall develop a plan to:

- (a) Identify critical resources and the equipment necessary for the District's mission and determine the District's needs for emergency power.
- (b) Equip facilities and/or equipment identified as crucial to the mission of the District with electrical generators, uninterruptible power sources or other means of sustaining critical business components in the event of a loss of commercial power.
  1. All emergency power sources selected shall be in compliance with all building codes, environmental codes and Utah Occupational Safety and Health (Utah OSHA) rules and regulations governing the use of such equipment.
- (c) In the event that an alternative source of power for critical equipment cannot be found, relocate the equipment to reduce the risk of having inoperative equipment.

## 1101.4 PROCEDURE

**Best Practice**

The following aspects of maintaining and operating emergency power sources for fire stations and other facilities should be identified in the plan:

- Specific apparatus, equipment, computers or systems that should be served by the emergency power at each facility
- Permit requirements associated with the type of equipment proposed in the plan
- Identification of the person responsible for periodically testing and maintaining the proposed equipment
- Fueling procedure for any generator fuel tanks in the proposed system

## *Emergency Power*

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- Details of any fuel service contracts
- Identification of the person responsible for ensuring the tanks are full at all times and for refilling the tanks during/following a protracted event
- Identification of the person responsible for annually procuring a maintenance contract for the proposed equipment
- Identification of the vendor and how the vendor is contacted, during and after regular business hours
- Details of the record-keeping system for testing and maintenance of the proposed equipment
- Contingency plans for a failure of the backup system
- If there is no contingency plan for the backup system, identification of alternatives to the critical equipment or apparatus needed to accomplish the mission

# Wastewater Discharge

## 1102.1 PURPOSE AND SCOPE

**Best Practice**

The practices detailed in this policy are intended to minimize runoff releases associated with firefighting, fire training, emergency scene spills and discharges, trauma scene waste management and fire facility maintenance activities.

## 1102.2 POLICY

**Best Practice**

It is the policy of the North Summit Fire District to adhere to local, state and federal regulations established to minimize the adverse impacts to the environment from wastewater discharges by ensuring best management practices for District activities.

## 1102.3 NON-EMERGENCY ACTIVITIES

**Best Practice**

### 1102.3.1 DISCHARGES ASSOCIATED WITH FIRE TRAINING ACTIVITIES

**Best Practice**

Training activities should be performed in a manner that reduces or prevents discharges to the storm water systems. Occasionally, discharge into the storm water system is unavoidable (e.g., equipment failures). However, the following measures should be implemented to minimize the impact on water quality:

- (a) Conduct fire training, where feasible, in facilities where runoff controls that protect the storm drain system have been engineered and built into the facility.
- (b) Direct water flows to landscape or greenbelt areas whenever possible.
- (c) When flowing water cannot be contained in the landscape areas, survey the area prior to the training exercise to ensure that debris will not enter the storm water system as a result of water flow generated during the drill.
- (d) When practicable and necessary, divert flows to the sewer, with the permission of the local sewer agency.
- (e) Use fog streams for short durations.
- (f) Use lower gallon-per-minute nozzle settings.
- (g) Prevent discharge of foam to the storm drain system. If training activities involve the use of foam, block off all potentially affected storm drain inlets with plastic sheeting and sandbags, construct a temporary berm, collect the runoff and discharge to the sanitary sewer after a defoaming agent has been applied.

## *Wastewater Discharge*

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### 1102.3.2 VEHICLE AND EQUIPMENT WASHING AND CLEANING

#### **Best Practice**

The following should be considered in order to prevent or reduce the discharge of pollutants to the storm drain system from vehicle and equipment washing and cleaning:

- (a) Use cleaning methods that employ the minimal use of water, such as a wet chamois or non-water rinse, when applicable.
- (b) Limit the use of all cleaning agents and, when feasible, use only water.
- (c) Remove debris from any area or facility that is used for washing and/or cleaning vehicles.
- (d) Direct water flows to landscape or green areas, or contain the water on-site and allow it to evaporate and infiltrate whenever it is safe to do so without causing damage or erosion.
- (e) Use designated wash areas (preferably covered and bermed) to contain and/or divert the wash water to the sewer, either through the use of a wet-vac or a plumbed sanitary sewer connection.
- (f) Use self-contained water recycling systems.
- (g) Use off-site commercial washing and steam-cleaning facilities. Prohibit all steam cleaning discharge from entering the storm drain. Direct all steam-cleaning discharge to the sanitary sewer.

### 1102.3.3 VEHICLE FUELING

#### **Best Practice**

- (a) The following measures should be taken to reduce the impact to storm water:
  - 1. Protect the fueling area from storm water by installing a canopy.
  - 2. Pave fueling area surfaces with Portland cement concrete (or other equivalent smooth impervious surface) with a 2 percent to 4 percent slope to prevent puddles.
  - 3. Keep perimeter drains clear of debris at all times.
  - 4. If a perimeter drain is not installed, install a berm or graded area to prevent run-off of storm water and spilled liquids.
  - 5. Use a deadend sump to collect spills or install an oil-water separator.
  - 6. Utilize vapor recovery nozzles to help control drips as well as air pollution.
  - 7. Maintain a spill control kit at the refueling site.
- (b) When fueling fire vehicles, members should take the following measures to prevent fuel spills and leaks:



## Wastewater Discharge

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1. Avoid fueling during rainy conditions in fuel areas that do not have a canopy.
2. When necessary to refuel during rainy conditions in fueling areas that do not have a canopy, the person refueling shall not leave the fueling area while fuel is flowing from the pump.
3. Avoid topping-off fuel tanks.
4. Use absorbent material on small spills and for general cleaning rather than hosing down an area. Remove the absorbent material promptly and dispose as hazardous waste.
5. Avoid mobile fueling during non-emergency events if the vehicles and/or equipment can be brought to the refueling facility.

### 1102.3.4 VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIR

#### **Best Practice**

A “dry shop” can help prevent or reduce the discharge of pollutants from vehicle and equipment maintenance as follows:

- (a) Conduct vehicle and equipment maintenance in areas where precautions have been taken to prevent spills from entering the storm drain system.
- (b) Use dry cleaning methods in maintenance and repair areas unless adequate precautions have been taken to prevent the discharge of wash water to the storm drain.

### 1102.3.5 HOSE WASHING AND CLEANING

#### **Best Practice**

The discharge of pollutants from washing and cleaning fire hoses and equipment may be prevented or reduced by using the following safeguards, as appropriate:

- (a) Design new areas or facilities that will be used for washing and/or cleaning fire hoses in a way that prevents wash water or other debris from entering the storm drain or from receiving water that has not been adequately treated.
- (b) Direct water flows to landscaped or green areas, or contain the water on-site and allow it to percolate through plant material or the landscape, or to evaporate completely whenever it is safe to do so without causing damage or erosion.
- (c) Use designated wash areas (preferably covered and bermed) to contain and/or divert the wash water to the sewer either through the use of a wet-vac or a plumbed sanitary sewer connection.
- (d) When cleaning the wash area, use wet mop cleaning methods in small areas, when feasible.
- (e) Use methods of cleaning fire hoses that employ the minimal use of water, such as high-pressure spray washers, when applicable.

## Wastewater Discharge

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- (f) Consider the use of biodegradable cleaning agents.

### 1102.3.6 FACILITY MAINTENANCE

**Best Practice**

Facility maintenance should be conducted as follows:

- (a) Use dry cleaning methods (e.g., sweeping) to clean impervious hardscape areas, such as apparatus floors, driveways, patios and walkways. Place debris in receptacles for solid waste disposal.
- (b) Maintain landscape areas as required to limit introduction of leaves and other landscape waste into the storm water system.
- (c) Monitor and maintain irrigation systems as required to minimize off-site discharge of irrigation run-off.
- (d) Maintain and repair structures using methods that do not result in the release of water, soil or waste into the storm drain system.

### 1102.3.7 SOLID WASTE AND HAZARDOUS MATERIALS STORAGE AREAS

**Best Practice**

Solid waste and hazardous materials storage areas should be maintained as follows:

- (a) There should be a canopy or roof over solid waste and hazardous materials storage areas.
- (b) There should be secondary containment (e.g., a metal or plastic pan with a raised edge) for hazardous materials storage areas.
- (c) All trash and solid waste receptacles should have lids. Keep lids closed to prevent contact with rainfall and to ensure containment of waste within the storage area.

## 1102.4 EMERGENCY ACTIVITIES

**Best Practice**

It is not always possible to prevent discharge that occurs during emergency firefighting activities (e.g., flows necessary for the protection of life and property). However, when practicable, the following should be considered.

### 1102.4.1 DISCHARGES ASSOCIATED WITH EMERGENCY FIREFIGHTING ACTIVITIES

**Best Practice**

To the extent allowed by the circumstances at the scene and without compromising the health and safety of District members or the public, emergency firefighting activities should be performed in a manner that avoids or minimizes discharges to the storm water system, including the following:

- If possible, avoid directing firefighting flows directly on erodible surfaces if run-off will enter receiving waters or storm drains.

## Wastewater Discharge

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- If possible, apply firefighting flows so run-off will flow over vegetated areas prior to entering receiving waters or storm drains.

### 1102.4.2 TRAUMA SCENE CLEANUP

#### State

Trauma scene wastes (e.g., blood, human tissue) may be generated at various types of crime or accident scenes. This type of waste can pose a health risk to those responsible for overseeing and conducting the cleanup. The following procedures should be used when practicable to protect members and prevent any unnecessary discharge of material into the storm drain.

### 1102.4.3 CLEANUP OF TRAUMA SCENE WASTE ON PUBLIC PROPERTY

#### Best Practice

The Incident Commander (IC) should be familiar with any District ordinances regarding the cleanup of trauma scene waste on public property.

Decontamination and cleanup operations may include, but are not limited to, the following:

- (a) Before proceeding with site cleanup, emergency responders must have the proper personal protective equipment (PPE), adequate supplies of bleach and sufficient water to properly complete the operation. Universal precautions must be utilized during any cleanup operation. Additional information and guidance for cleanup policies and procedures for bodily fluids may be obtained by contacting the county health department.
- (b) Personnel shall wear gloves when washing or handling contaminated equipment, clothing or other materials. Additional PPE may be necessary if there is the potential for splashing.
- (c) The Medical Examiner should remove any human tissue or body parts at the scene of a fatality, following its own policies and procedures. The Medical Examiner will generally not respond to a non-fatal incident for the purpose of human tissue removal.
- (d) Human tissue, body parts or blood/bodily fluids in a solid state should not be allowed to enter a storm drain. Tissue found in the storm drain system should be removed to the maximum extent practicable.
- (e) The county health department may be contacted, if needed, for consultation or assistance in trauma scene management or questions regarding legal disposition of medical waste.

### 1102.4.4 SPECIFIC CLEANUP PROCEDURES FOR SMALL SPILLS

#### Best Practice

- (a) North Summit Fire District members may decontaminate and then wash down small amounts of human blood/bodily fluids that are still in a liquid state. A small spill is defined as a spill that can be thoroughly and completely disinfected with one gallon of 10 percent chlorine disinfectant. This determination should be made with

## Wastewater Discharge

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the understanding that multiple applications may be necessary to accomplish full disinfection.

1. Members shall wear PPE to protect skin, mucus membranes, lungs and clothing from chlorine or trauma scene waste.
  2. Members shall apply disinfectant to the liquid biowaste (foam may develop) and let it sit for a minimum of 10 minutes.
  3. After 10 minutes, members shall wash down the area using a fire hose or pressurized water extinguisher.
- (b) In non-emergency situations and when circumstances permit, members should also:
1. Attempt to move trash or miscellaneous debris from the path of the run-off so no additional or unnecessary material is discharged or carried into the storm drain.
  2. If there is a choice between directing the run-off down a storm drain or a sewer, use the sewer.
  3. Porous surfaces, such as asphalt, may require multiple repetitions to completely disinfect and thoroughly clean the area.

### 1102.4.5 DISCHARGES ASSOCIATED WITH HAZARDOUS MATERIAL SPILLS

#### **Best Practice**

The District is the authority with responsibility for coordinating a response to hazardous material spills. The North Summit Fire District is a participating agency with specified responsibilities within the jurisdiction. The North Summit Fire District operates under a multi-agency Hazardous Materials Response Plan that describes procedures for the allocation of resources and assigns tasks during a hazardous materials release emergency. Fire District and law enforcement members shall respond to hazardous material releases according to response protocols established by each District under oversight of the District.

### 1102.4.6 NOTIFICATION OF SPILLS, RELEASES AND DISCHARGES

#### **Best Practice**

Spills, releases and discharges of pollutants shall be reported by the IC as required by all applicable state and federal laws. In addition, any such spills, releases and illegal discharges with the potential to endanger health, safety or the environment shall be reported by the IC to the Utah Department of Environmental Quality (DEQ) as soon as practicable after discovery. If it is safe to do so, necessary actions shall be taken to contain and minimize the spill, release or discharge.

# Flag Display

## 1103.1 PURPOSE AND SCOPE

### Federal

The purpose of this policy is to provide guidance to members of the North Summit Fire District regarding the proper display of the flags of both the United States and the State of Utah.

## 1103.2 POLICY

### Best Practice

It is the policy of the North Summit Fire District to display flags at District facilities in compliance with Utah and federal laws.

## 1103.3 DISPLAYING THE FLAG OF THE UNITED STATES

### Federal

Federal law providing for the use and the display of the U.S. flag is contained in Title 4 Chapter 1 of the United States Code, commonly referred to as the "Flag Code." Members of this District will display the flag of the United States in accordance with the provisions of 4 USC § 1 through 4 USC § 10.

### 1103.3.1 DISPLAY OF THE U.S. FLAG IN DAILY OPERATIONS

#### Federal

District members should consult the Flag Code for guidance whenever the flag of the United States is to be displayed in any manner. This is to ensure that the display is presented in accordance with the Flag Code and as follows:

- (a) The United States flag should be conspicuously posted on all fire District facilities during hours of operation.
- (b) It is the universal custom to display the flag only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness (4 USC § 6).
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed (4 USC § 6).
- (d) The U.S. flag may only be flown at half-staff by Presidential or Gubernatorial decree, and on Memorial Day until noon (4 USC § 7).

Whenever the U.S. flag is displayed in conjunction with other flags or symbols it should occupy the "Place of Honor" (4 USC § 7).

## 1103.4 DISPLAY OF THE UTAH STATE FLAG

### State

Members of the North Summit Fire District will display the Utah State flag prominently and in the proper position of honor in accordance with the United States Flag Code.

## *Flag Display*

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### 1103.4.1 DISPLAY OF THE UTAH FLAG IN DAILY OPERATIONS

**State**

District members should consult the Utah law for guidance whenever the flag is to be displayed in any manner to ensure that the display is presented appropriately. Displays of the flag should be consistent with the following protocol:

- (a) The flag should be conspicuously posted on all District facilities during hours of operation.
- (b) Generally, the flag should be displayed only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness.
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- (d) The flag shall be flown at half-staff whenever the flag of the United States is flown at half-staff, and may only be flown at half-staff at other times by order of the Governor of Utah.
- (e) Whenever the flag is displayed in conjunction with the United States flag, the United States flag shall occupy the position of first honor (4 USC § 7). When the flag is displayed in conjunction with other flags or symbols, it should occupy the position of honor.

For flag display protocol subsequent to a line-of-duty death, see the Line-of-Duty Death Policy.

# Fire Station Living

## 1105.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to provide for the health of all members and visitors by establishing guidelines for fire station cleanliness and maintenance, to ensure that stations and equipment are properly maintained and that clean and sanitary conditions exist in the living spaces.

## 1105.2 POLICY

**Best Practice**

It is the policy of the North Summit Fire District that routine care, maintenance, and cleaning shall be conducted daily at each station by members on all shifts.

## 1105.3 PROCEDURE

**State MODIFIED**

Each company shall be assigned responsibility for a specific area of the station and should cooperate with other companies to ensure all duties are completed during the course of a shift.

All fire stations and equipment shall be inspected periodically by a Battalion Chief or Officer in Charge. The focus of the inspections shall be the proper maintenance and overall cleanliness of the station and equipment.

All members should keep desks, cars, beds, and lockers in a neat and clean condition. Supervisors are responsible for monitoring member housekeeping and hygiene and immediately addressing any issue that disrupts the good working order of the station or detracts from a professional image.

- (a) The station and equipment shall be maintained in a clean, orderly, and sanitary condition. Daily tasks to accomplish this shall include but are not limited to:
  - 1. Vacuuming.
  - 2. Sweeping and mopping floors.
  - 3. Dusting.
  - 4. Polishing.
  - 5. Cleaning restrooms.
  - 6. Cleaning apparatus bays.
- (b) Additional station and equipment maintenance and cleaning should be conducted weekly or on an as-needed basis. Sporadic tasks shall be divided between shifts so there is a shared responsibility for the overall condition of the station and the equipment.
- (c) Safety considerations regarding cleaning and maintenance may include but are not limited to:
  - 1. Cleaning and repairing the source of water leaks quickly to avoid mold growth.

## *Fire Station Living*

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2. Avoiding the use of compressed air to blow dust and debris from clothing while the clothing is being worn.
  3. Maintaining cooking appliances and eating utensils in good working order.
  4. Cleaning kitchen hoods and vents at least monthly and ensuring the hood light is installed and functioning.
  5. Changing air filters in each furnace on the 1st day of each month.
  6. Providing and clearly labeling first-aid supplies.
  7. Posting signs in all restrooms reminding employees/visitors to wash their hands.
  8. Using District-provided fall protection systems or fall protection personal protective equipment when working above ground level (29 CFR 1910.140; Utah Code 34A-6-104; Utah Code 34A-6-204; UAC R614-1-1 et seq.).
  9. Addressing hazards associated with walking-working surfaces (29 CFR 1910.21 et seq.; Utah Code 34A-6-104; Utah Code 34A-6-204; UAC R614-1-1 et seq.).
- (d) All members shall follow established policies and procedures regarding:
1. Beginning and end of shift preparation, readiness, equipment inventory, and testing.
  2. Meal plans for the shift.
  3. Shift change station cleanup.
  4. Sleeping quarter assignments.
  5. Permissible and restricted activities and hours.
  6. Use of technology and electronics on-duty.

Any disputes shall be resolved by a supervisor.



## **SECTION 5 - HIRING FOR NEW AND VACANT POSITIONS**

### **A. Recruiting:**

Selecting and advancing employees in the District personnel system shall be on the basis of their ability, knowledge and skill levels related to the vacant position.

When recruiting for non-merit positions or certain services, the Fire Chief may execute, with the approval of the Board, written employment agreements.

### **B. Disqualification:**

The District reserves the right to reject any application which is incomplete or indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applicants and subsequently hired applicants who make false or misleading statements, or who are found to have engaged in any type of deception or fraud in the application or testing process shall be rejected or immediately terminated.

Failure to successfully pass a physical exam, when appropriate, including drug screening; or a background review, including motor vehicle records and criminal conviction history shall result in disqualification.

### **C. Hiring Procedures:**

1. When a need arises to fill a position, the Human Resource Officer shall prepare a notification that will include:
  - a. Position title;
  - b. Description of the duties, responsibilities and essential functions of the job;
  - c. The required knowledge and skills;
  - d. Minimum qualifications for education and experience;
  - e. FLSA status of the job;
  - f. Salary range;

- g. Application procedure;
  - h. Examination process.
2. Human Resource Officer shall prepare, advertise and post the opening where all District employees will be made aware of the opportunity. First consideration in filling a vacancy for a merit position will be given to current District employees who qualify. Employees interested in the position must apply for the position with Human Resources within seven calendar days of the posting date. If the same position is being recruited for multiple times within the span of one year of the first in-house advertisement, the in-house posting requirement is waived, however first consideration of District employees for open positions will still be given.
  3. Following the in house posting, if the position is not filled, the community and labor market shall become the object of an appropriate recruitment effort. All applications will be received by the Human Resource Officer. Outside applications will be accepted for a minimum of seven calendar days.

**D. Application Process:**

1. All applicants shall be required to complete and submit an application form in order to be considered for employment. The Human Resource Officer shall screen incoming applications to identify candidate qualifications. All applicants shall be required to provide copies of educational transcripts, copies of certificates/degrees, and other required documentation as set forth in the job announcement.
2. All applicants shall be notified of their approval or rejection for participation in the examination process. Those applicants approved for the examination shall receive notification of the date, time, place, and conditions of the testing.
3. The Fire Chief and/or designated representative shall have the authority to reject an applicant for the following causes:
  - a. Failure to submit a completed application packet.
  - b. Lack of minimum qualifications or requirements as set forth in the position announcement.

- c. Falsification of information or material omission of information in the application process.
  - d. Prior employment with NSFSD that resulted in a status of ineligibility for rehire.
4. Upon closing the community and labor market recruitment the Human Resource Officer shall review all applications to determine those that meet the minimum qualifications.

**E. Testing/Examination Process:**

In the event of a position *above* entry level, a competitive internal examination shall be administered, unless the Fire Chief determines that there are not sufficient numbers of qualified internal candidates to meet the needs of the District. In such instance, the position shall be subject to an open competitive process.

1. Internal Competitive Testing Process

- a. The testing process shall be established by the Fire Chief or designated representative, and may include any of the following components: review of minimum qualifications, review of job performance and attendance, written examination, practical skills evaluation, physical ability test, oral interview(s), and/or assessment center.

2. Open Competitive Testing Process

- a. Applicants may be subjected to competitive testing which may include, but is not limited to: rating of education and experience, written exam, oral interview, physical ability tests (see section J. below), essential function demonstrations, preliminary background investigations, reference checks, proof of academic attainment, determination of bondability, etc.
  - b. Preliminary background and reference checks may only be done if the applicant submitted a signed application form and a release form allowing the District to conduct a background investigation.
3. The minimum passing score for all examinations shall be determined by the Fire Chief.

**F. Veterans Preference:**

1. For purposes of new hires, any eligible 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 5% of the total possible score for eligible veterans and 10% of the total possible score for veterans with a disability or a purple heart recipient, pursuant to Utah Code §71-10-2. This shall be added to the grade earned by such veteran only if the veteran earns a passing score without preference.
2. Additionally, for purposes of new hires, there will be a preference score added pursuant to Utah Code §71-10-2 for any preference eligible veteran's spouses or unmarried widows or widowers.

**G. Eligible List:**

Applicants who successfully complete the examination process will be ranked on an eligible list using objective, pre-defined criteria contained in a recruitment plan (Which are subject to change based on the needs of the Fire District). Typical ranking factors include examination/test scores, verified training and education, relevant work experience, and authorized preference points (e.g., veterans' preference). The eligible list serves as the hiring registry for the advertised position and for functionally similar positions within the District and will remain active for a period of six months to one year or it can be terminated upon a new hiring process. The Human Resources Officer will continue to be responsible for preparing and maintaining the eligible list and the underlying documentation of ranking but will not have sole authority to determine which eligible candidates the Fire Chief may interview or appoint.

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**H. Additional Selection Processes:**

**1. Final Interview**

a. When a vacant position is to be filled, the Human Resources Officer (HRO) shall provide the Fire Chief with a certified eligible list of candidates. The Fire Chief, after reviewing and on the HRO's recommendation, shall select candidates from that list to be invited for a final interview.

1. As a standard guideline, the Fire Chief shall invite up to **three (3)** qualified candidates for each vacancy to participate in the final interview process.
2. If fewer than three candidates appear on the certified list, all available candidates shall be invited.

**Deleted:** Those applicants who successfully pass the examination process shall be ranked by the Human Resource Officer using applicant testing scores, training, education and experience, Veterans or other preference points, etc. The rated list then constitutes the list of eligible applicants and a hiring register for the recruited position and functionally similar positions within the District. The eligible list for the advertised position shall remain active from six months up to one year. ¶

3. The HRO shall coordinate scheduling and ensure candidates receive equal information about the process, evaluation criteria, and expected timeframe.
4. If, following the initial panel of up to three interviews, the Fire Chief determines none of the interviewed candidates meet the needs or are appropriate for appointment, the HRO shall provide a second set of up to three (3) additional candidates from the certified eligible list for interview consideration.
5. If after the second set of interviews no appointment is made, the HRO shall, in consultation with the Fire Chief, determine next steps which may include: re-opening recruitment or other actions consistent with District policy and applicable law.

All selections and interview outcomes shall be documented and retained in the recruitment file. This procedure shall be administered in a manner consistent with the District's equal employment opportunity obligations and applicable laws and rules.

#### **I. Conditional Job Offers:**

1. After extending a conditional offer of employment to the finalist, the Human Resource Officer will secure the following:
  - a. Signed documentation by the Fire Chief if a new employee is hired or a current employee is promoted to an amount higher than the starting wage for that position.
  - b. Necessary criminal background check information.
    - 1) Although a prior criminal conviction record 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.
  - c. All notes, scores, or other documentation created and or received during the process.
  - d. The results (pass/fail only) of any pre-employment drug screening/physical/medical/psychological examinations.
  - e. The results of any job related skills or agility tests.
2. New hire job offers shall be contingent upon successful completion of a

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**Moved down [1]:** The Fire Chief or designee will make the determination of hiring as a result of the interview.

**Deleted:** When certain vacant positions are to be filled, the top three qualified applicants who successfully complete the testing and examination process may be interviewed by the Fire Chief or designee. If more than one vacancy is to be filled, the Chief of designee may interview up to three additional applicants for each vacancy.

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**Deleted:** <#>The Fire Chief or designee will make the determination of hiring as a result of the interview. ¶

medical/physical examination where appropriate, drug screening, and background checks. If the individual does not successfully pass these examinations, the offer shall be withdrawn.

3. No offer is final until approved by the Fire Chief.

**J. Physical Examination/Drug Testing:**

Public health and safety demands that employees be physically able to perform the duties and essential functions of the position for which they are hired. The physical requirements of the job constitute bona-fide occupational qualifications. The District will make every effort to provide reasonable accommodations for employees and applicants in compliance with the Americans with Disabilities Act (ADA), however if the requested accommodation creates an undue hardship on the District it shall not be obligated to provide such.

1. A physical examination may be required before an applicant is appointed to any District position. The pass/fail results of the exam will be presented to the Human Resource Officer, in writing. A disabled applicant may be required to submit to a physical exam only subsequent to a job offer being made and only if all others being hired are required to do the same.
2. The District may require a medical examination at any time during the employee's work tenure, if deemed necessary to assure the safety and health of the employee, co-workers and the public. The District will pay the cost of any required medical examination.
3. Final candidates for any position shall be required to undergo chemical screen testing to determine the presence of chemical substances in the body. Subject to the ADA, any applicant who tests positive, tampers with or adulterates their sample may be disciplined according to these policies and procedures and state law (see Drug Free Work Place policy, Utah Code §34-38-8, District Policies and Procedures, Section 12, paragraph H, subparagraph 6).

**K. Employment Eligibility Verification:**

1. In conformance with the "Immigration Reform and Control Act of 1986" (P.L. 99-603) and in order to avoid monetary penalties for the hiring of undocumented workers, the Human Resource Officer shall establish an employment verification system, and shall verify that all applicants for vacant positions or

persons hired to fill vacant positions are authorized to work within the boundaries of the United States.

- a. The Human Resource Officer shall complete or have completed Immigration and Naturalization Service Form I-9 prior to or on a hired employee's first day of work and verify work eligibility through examining such documents listed as acceptable by the Department of Homeland Security.
- b. Forms shall be kept in accordance with the Utah State Records Management Act. These documents shall be made available to the Immigration and Naturalization Service or the Department of Labor as requested.

**L. Employee Induction:**

After the new employee is hired, they shall promptly receive a general orientation concerning benefits, compensation practices, personnel policies and procedures and various employment expectations from the Fire Chief or their designee and/or their immediate supervisor. Job specific orientation shall be conducted by the Supervisor or Training Officer. All new employees must sign a document stating they have received a copy of District's Personnel Policies and Procedures.

Some employees may be required to take an oath of office administered by the District affirming that one will support and defend the constitution of the United States and the State of Utah.

**M. Orientation Period:**

All appointments to positions within the District, whether new hires, rehire, reinstated (affected by reduction-in-force or leave without pay), or promotional, require an orientation period during which both the District and the employee can determine compatibility and competence.

This period is regarded as a testing period designed to acquaint the new employee with the position and allow the employee, Supervisor, and Fire Chief, to measure fairly the employee's ability to perform the job.

1. New Hire Orientation:

During the orientation period, the supervisor shall conduct a written performance review to coach the employee in the job duties, apprise the employee of their suitability for the position and determine the employment action to be recommended to the Fire Chief. (see Section 6, para E, Conditional Employees)

- a. The orientation period for administrative District employees shall be six (6) months in duration. For fire suppression/EMT personnel, the orientation shall be for one (1) year. Orientation periods may be extendable up to an additional six (6) months for good cause, but with the condition that the orientation period employee may appeal any undue prolongation of the period designed to thwart merit principles. The employment relationship may be terminated at any time during the new hire orientation period, with or without notice, and with or without cause, by either the employee or the District.
- b. During the new hire orientation period, all benefits accrue.
- c. At the close of the orientation period the supervisor shall submit the new employee's written evaluations and may recommend a reasonable pay increase for the new administrative employees. Full-time EMT and Suppression employees may receive the pay increase as established by the pay scale.

2. Promoted or Reclassified Employee Orientation:

Promoted or reclassified employees who fail to demonstrate competence and/or compatibility with the new assignment within the six-month orientation period may be reassigned/reclassified to the same or equivalent position with the equivalent pay and tangible benefits previously held if one is available. Reclassified employees shall have all rights of appeal and due process as defined by policy and procedures. There shall be no orientation period increase at the completion of a promoted or reclassified employee orientation period except for those that have been established by the pay scale.



## **SECTION 6 - EMPLOYMENT STATUS**

### **A. Applicability:**

All full-time employees, officers and other personnel not exempted herein, who prior to the effective date of these policies and procedures, have successfully completed the orientation period; (see item F below) are deemed to be fully covered employees under these personnel policies and procedures.

### **B. Merit Exempt Positions:**

It shall be the policy of the District to comply with the provisions of Utah Code Ann. §17D-1-106 and §17B-1-801 by adopting the merit system set forth in 17-33-101 et. seq.. The following types of positions have been designated as being exempt from the provisions of the personnel system. The Personnel Director will specify, in writing, those positions which fall under the exempt categories listed below. Exempt positions should be reviewed annually to determine whether or not their exempt status should be withdrawn based on changes of duties and related factors. Written agreements with the Fire Chief may include applicable policies and procedures. Workers in such positions are "at will" and may be separated from employment for reasons other than cause.

1. Fire Chief.
2. Each Assistant Chief and Battalion Chief hired after January 1, 2017 and charged by Fire Chief with the responsibility of assisting to formulate and carry out policy matters.
3. Members of policy, advisory, review, and appeal boards, or similar bodies who do not perform administrative duties as individuals.
4. Attorneys serving as outside legal counsel, special advisors, and any person employed to make or conduct a temporary and special inquiry, investigation, or examination on behalf of the District, Board or Governing Board.
5. Each employee appointed to perform:
  - a. Work that does not exceed three (3) years in duration; or

- b. Work with limited funding.
- 6. Bona fide independent contractors
- 7. Temporary and seasonal employees as defined in paragraphs C and H below.
- 8. Contractual personnel hired to perform time limited services requiring specific professional skills and abilities. Employment contracts shall not be valid until approved by the Fire Chief.

**C. Temporary Employees:**

The Fire Chief may make temporary appointments to carry out necessary District responsibilities as the budget will permit. The District shall create a pool of eligible temporary employees. When the Fire Chief needs to utilize the services of a temporary employee, they shall select an individual from the temporary employee pool. Supervisors may request individuals of their choice be added to the temporary employee pool.

Temporary employees shall work not more than twenty-nine (29) hours per week and shall not qualify for regular benefits, except that mandatory benefits shall be provided as prescribed by law. These appointments shall not exceed 320 hours in succession. Temporary employees cannot work more than 29 hours per week or 320 hours in succession without a 90 day rest period (no employment activity with any department of the District) before additional work hours are permitted. In extenuating circumstances a Supervisor may petition the Fire Chief to extend a temporary employee's term of service. Upon review the Fire Chief may approve or deny the Supervisor's request. The temporary employee, on approval, will have additional time allotted to their term of service. The additional time shall not exceed an additional 320 hours and no more than 29 hours per week for a total 640 hours. Temporary employment does not count as credit toward the completion of an orientation period.

**D. Full-time Employees:**

- 1. An administrative employee who has satisfactorily met the requirements for employment, is generally working forty (40) hours per week (is expected to work 2080 hours per year), and successfully completed the appropriate orientation period is considered a full-time employee. Full-time employees are

eligible for all the benefits programs and rights and privileges described in District policies and procedures.

2. A fire suppression employee who has satisfactorily met the requirements for employment, is generally working 2912 hours per year, and successfully completed the appropriate orientation period is considered a full-time employee. Full-time employees are eligible for all the benefits programs and rights and privileges described in District policies and procedures.

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**E. Part-time Employees:**

Employees expected and scheduled to work less than a yearly average of forty (40) hours per week in any one position shall be considered part-time.

1. Merit Status: Consistent with the provisions of Utah Code Ann. §17-33-8(1)(b)(ix), and paragraph B above, part time employees hired after August 1, 2015 shall be considered Merit Exempt.
2. FLSA Exempt: Part-time employees who are considered exempt under the federal Fair Labor Standards Act ("FLSA") and under paragraph G below shall be compensated at a fixed rate, based upon the expected hours of work per week for the part time position they hold. All other part time employees shall be compensated at an hourly rate in accordance with federal law.
3. Benefits:
  - a. For administrative employees, part-time employees who work less than thirty 30 hours per week, shall not qualify for benefits offered to full-time employees. Part-time employees who work a yearly average of thirty (30) or more hours per week, but less than forty (40), shall qualify for the following benefits only:
  - b. Mandatory benefits as prescribed by law, i.e. social security (if applicable), workers compensation, health care retirement (if applicable) and unemployment.
  - c. For suppression employees, part-time employees who work less than one (1) shift per week (29 hours) shall not qualify for benefits offered to full-time employees other than those mandated by law.

**F. Conditional Employees:**

All new and promoted employees shall be considered conditional employees and are required to serve an orientation period. The orientation period shall be six (6) months for all Administrative Employee and twelve (12) months for Suppression/EMT Employees. Conditional employees who are new hires may be terminated with or without cause.

Conditional employees who are promoted or transferred and are unable to satisfactorily perform the requirements of the new position, during the orientation period, may be reassigned to their former position, if available, reassigned to a like position of similar pay grade, or reassigned to a position of lesser pay grade. If a promoted or transferred conditional employee violates District policy and procedures, they may be terminated but shall have all rights of appeal and due processes as defined by these Policies and Procedures (see Section 14).

This period is designed to acquaint the new employee with their position and allow the supervisor to assess the employees' performance (see Orientation Period, Section 5, Paragraph M).

**G. FLSA Exempt:**

There are two types of employment classes in the District relative to FLSA minimum wage and maximum hour requirements, exempt and non-exempt.

1. Exempt employees are those in an executive, administrative or professional position and certain merit exempt employees. These employees will normally be classified in category 1 and 2 according to the EE04 definitions. These codes generally include: officials, administrators; and professionals.
2. Non-exempt employees are generally included in all other EE04 categories. Category 3 includes technicians, category 4 protective service workers, category 5 office and clerical, category 6 craft workers, category 7 operators (semi-skilled), laborers (unskilled), category 8 service workers.
  - a. Part-time employees will not be paid for overtime unless the total number of hours worked in a standard work week exceeds forty (40) (for administrative personnel) or two hundred twelve (212) hours in a 28 day cycle for fire suppression personnel.

- b. Full-time, temporary and seasonal employees shall be paid overtime if they are non-exempt and hours actually worked exceed forty (40).
- c. Holidays, Paid Time Off (PTO), trade time<sup>1</sup> and other paid leave such as jury duty, military leave and funeral leave shall not be counted as time worked for purposes of overtime.
- d. Volunteers and Board Members are exempt from FLSA minimum wage and overtime requirements and will not be considered an employee of the District. They may receive a nominal stipend or reimbursement for expenses.

#### **H. Seasonal:**

Due to the seasonal nature of the work demands which may be placed upon the District, the Fire Chief may designate certain positions as seasonal hire. Seasonal employees are hired for a specific portion of the year not to exceed twenty-nine (29) hours per week or 640 hours total to meet the increased demands during that period. Upon the conclusion of the high demand period, employees shall be terminated, or furloughed until they are recalled to meet the needs of a new "high need period". A furlough does not create a vacancy or reduce the number of approved positions. Such employees are not merit employees as described above. All seasonal appointments must be determined through a competitive recruitment process.

#### **I. Volunteers:**

- 1. Full Volunteers are those who commit to respond to all Fire District calls for service. They maintain minimum training hours in Hazardous Materials, Structure Fire and Wild-land Fire. They may or may not be EMS certified at their discretion, but respond to EMS calls to render assistance to EMS responders as needed.
- 2. EMS responders are those who wish to maintain certification as EMS providers of EMR or above, but do not enter hazardous areas. They respond to all calls for EMS service in the District to provide skilled EMS first response. They may also respond to other emergency calls to provide support service to other responders as directed by the Incident Commander. These may be, but are not limited to: personnel accountability, traffic control,

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<sup>1</sup> See 29 U.S.C. §207(p)(3)

messengers or liaisons. EMS only responders **will not** enter the hot zone of any call, except vehicle accidents to render medical aid. EMS responders will maintain minimum training hours for their level of certification as outlined in Utah State Bureau of EMS [guidelines](#).

3. Wildland Reserves are those who have been trained in wildland fire and wish to only respond to wildfire calls for service. They must attend the annual wildland refresher course from the fire district, or provide documentation of equivalent training from another agency. They may respond to other calls and assist as directed by the IC. They **shall not** enter the hot zone of any call except for a wildfire.
4. Adjutant Volunteers are those who provide specialized services to the district in administrative or training specialist capacities. Depending on qualifications, they may, with authorization from the Chief or Assistant Chief, respond to certain types of calls.
5. Leave of absence may be granted to any of the above categories for 6 months. No explanation is required, and the responder may return to duty anytime within the 6 month period by notifying the Chief or Assistant Chief of their intent. All safety gear and equipment issued by the Fire District will remain with the responder during this 6 month period. If the leave must extend beyond 6 months, the responder must meet with the Chief or Assistant Chief and explain the circumstances and develop a plan to return to availability for calls. Equipment issued by the Fire District may be retained or returned at the discretion of the Chief or AC. Upon return from L.O.A. of longer than 6 months, the responder must meet with the Training Officer to plan makeup training hours.
6. Inactive Volunteer are those who no longer maintain training and response requirements and are not on an approved leave of absence. ALL Fire District issued equipment will be returned, including all communication devices. Any inactive volunteer can be reinstated to their previous position by applying to the Chief or Assistant Chief. A conference will be held with the Training Officer to outline a plan to bring training and certifications to a current status.

**J. On-call Firefighter:**

1. Any firefighter who has completed their probation, has completed NIMS 100, 200, and 700, and whose training hours are current (defined as participating in at least 50% of training opportunities in the prior 6 months) Will be eligible to take on-call shifts.
2. During times of high call volume, the Chief or Assistant Chief of Operations may schedule firefighters to be on-call during certain periods.
3. The on-call period will be determined by the need for coverage and be issued in the form of a memo, stating the times of day and the days to be covered. The memo will also state the station or stations and apparatus to be covered.
4. Responsibilities: The on-call firefighters will be responsible to be in uniform and to check out the apparatus assigned to them to insure it is ready to respond. The on-call firefighters can also assist the Officer of the Day as needed.
5. Scheduling: The scheduling will be through the District's selected scheduling program. Scheduling will take place approximately 4 weeks before the beginning of a calendar month. The schedule will be filled by seniority, With each person taking 1 day on the first round and 1 day on the second round. One does not have to take any or all of their possible shifts. The order will go as follows: Firefighters by seniority will pick 1 day. And then a second round of 2 days. After the rotations of Firefighters, Captains by seniority may pick one day and following that all officers will have the opportunity to pick 1 day. After which the schedule will be opened to any who wish to fill the remaining days.  
\* One of the on-call firefighters must be EMS certified.
6. Trades and coverage. Trading will be allowed, with the person actually covering getting the stipend for that period. Partial coverage is allowed, but the person working the majority of the hours will get the stipend for the entire shift. No proration of the stipend will be done.
7. Pay: Pay for these shifts will be at the Board approved rate.

**K. Physical Agility Test:**

To ensure proper physical fitness, to meet and maintain a district standard to perform necessary functions in the day-to-day operations of the district, members must perform and pass the necessary PAT done by every member of the district annually starting Sept. 1st and ending Oct. 1st. **Each participant will have 5 min. to complete the tasks, without any critical failures.**

1. The PAT is a continuously timed event, based upon six separate tasks listed in the following paragraphs. These are to be completed consecutively for an overall Pass or Fail grade dependent upon Time, and Critical Fails. **These tasks will be performed in Full turnout gear, including SCBA, with facepiece and ON air.**
2. The individual will perform each task, with no outside assistance to the participant. There will be NO accommodations for this test regarding Age, and or Sex.
3. A video of each portion will be taken and uploaded for the participating parties prior to the testing.
4. Test Administration
  - a. The PAT will be administered via The Fire District administration and/or its designee(s). Before starting the PAT, the participants will be allowed to warm up, and practice the tasks before being timed. The participant may ask any questions to the tester prior to the test beginning regarding the tasks.
  - b. Prior to the administration of the PAT, firefighters will be given 15 minutes with access to the training ground at Station 21.
  - c. To ensure safety of every participant, every firefighter will be continuously monitored before, during, and after the testing process, for the time it takes to get their vitals within acceptable range.
  - d. Upon completion of the PAT each participant will have their vital signs assessed for any signs of medical problems



## 5. Task Descriptions

- a. Stair Climb: Participants will start five feet behind the staircase, marked by a cone. Participants will cross the start line and pick up a hotel pack. Participants will then carry the hotel pack on any preferred shoulder, walking up the stairs, and back down, three times. Maintaining safety standards. When the task is complete, the participant will drop down the hotel pack at the bottom of the stairs where it was found and proceed to task #2.

*(Note: When climbing the stairs, subject may skip stairs and may use the railing. However, when descending the stairs, subject must hit every stair and use at least one railing. Subject must place both feet on the top landing both times subject climbs to it.)*

- b. Dummy Drag/Victim Rescue: Participants will find the dummy drag ten feet from the ladder throw. Participants will see a barrel fifty” from the spot of the dummy located at the starting line. Participants are required to pick up both pieces of webbing, and will stay in position of power, walk backwards with the dummy in tow, not turning around or looking behind them. Once the participant reaches the barrel, they will be instructed to turn around, and carry the dummy back to the starting line. Once the dummies feet cross the starting line the participant may drop the dummy, and proceed to Task #3

*(Note: Subject must maintain grip of one rope handle in each hand throughout the rearward drag. If the subject loses grip on one of the handles, the subject must stop, regain a grip on the handle and continue the two-handed, backward drag. Subject must walk backward and not turn sideways to drag the mannequin.)*

- c. Ladder Carry: Participants will walk from the dummy drag starting line, to the ladder rack of Truck 21. Participants will approach the ladder rack from the midpoint, and grab hold of the ladder, then without letting the tip or foot of the ladder touch the ground, the participant will walk the ladder to the designated point located next to the bay doors. Participants will set the ladder safely to the ground, and not let it crash down onto the ground before proceeding to task #4.

*(Note - If any part of the ladder touches the ground at any time, the subject must place the entire ladder on a side edge on the ground, re-grasp the ladder and then lift it such that both edges remain off the ground and control is maintained. Two such touches and re-grasps are permitted. On the third touch, the subject will not be permitted to complete the course (disqualified).)*

- d. LDH and Kettlebell/Weight: Participants will proceed to the south side of station twenty-one and will locate an accordion load of 5" LDH and a 40lb Kettlebell. Participants will be required to pick up both items, and moving biomechanically correct, will walk west towards the dumpster, until the five" LDH is completely stretched out on the pavement. A test administrator will instruct them to then drop the items and proceed to task #5.
- e. Sledgehammer Hits: Participants will walk to the tire and sledge located in front of truck twenty-one. Participants will be required to hit the tire a total of twenty times, in intervals of 'five' and turning 90 degrees per interval. Participants must bring the sledgehammer up to their ear before striking, for the hit to count towards the total. Once the participant has finished a total of twenty hits surrounding the tire, the participant may proceed to task #6.

Note - Hits will ONLY count if the sledgehammer reaches up to the participants ear before hitting the tire on every strike.

- f. Advancing Charged Hose Line: Participants will advance from the tire to truck twenty-one. They will then be guided to a one ¾" charged hose line flaked out on the ground. Participants must pick up the nozzle and move at a normal pace to flake out the entire line. Once participants cross the designated threshold, their time will end.

#### 6. Firefighter Screening

All firefighters that are approved to take part in the PAT, shall have their baseline vitals taken prior to, and after the test is complete. Baseline vitals should NOT exceed; BP 150/110 PR 110 SPO2 <92% PRIOR TO TESTING AND BP 160/100 PR 120. If a participant's vitals should exceed these parameters, administrators for the test will intervene and not allow the firefighter to leave rehab until the firefighter's vitals have returned to their

normal baseline or at or below the stated vitals. Per NFPA 1500 Chapter 11.2.

- a. VITALS: Any participant presenting with vitals of (BP 150/90 HR 110 SP02 <92% Prior to testing shall not commence testing until a 15-minute rest period & vital recheck are complete.
- b. Any participants unable to meet pre-vital sign parameters shall not be permitted to test and/or must show documentation from a physician that B/P is being monitored & treated.

7. Compliance Requirements:

Each firefighter representing the district will test at least ANNUALLY, during the district wide testing period. The test is scheduled from Sept. 1<sup>st</sup> – Oct. 1<sup>st</sup>.

- a. Regardless of when the firefighter/participant successfully completes the PAT, He/She must participate in the annual district-wide PAT
- b. Firefighters who miss their assigned PAT testing will have an opportunity to make up their test during a scheduled testing period. If the firefighter fails to communicate their needs, they have regarding making up the PAT, it will be counted as a Fail.

8. Intervention & Support:

- a. If a firefighter does not successfully complete their annual PAT, the firefighter will meet with administration and discuss details on why they failed, and how the administration can support the individual. Firefighters who fail to successfully complete the PAT are solely responsible to improve their skills or physical conditioning. These firefighters must demonstrate marked improvement with or without the assistance of the administration. These members also must attempt to set up time outside of general working hours to get physical fitness time in.
- b. After the second unsuccessful attempt to pass the PAT, the firefighter will be required to meet with administration again and review what they have been doing to progress. Administration will work with, said firefighter, to develop a plan to aid in successful completion of the PAT.
- c. Firefighters who do not successfully complete the PAT on attempt #3, will meet with the administration to discuss further action.

9. Medically Exempt Firefighters:

If a firefighter is determined to be medically unfit to perform the PAT, the firefighter shall be placed on sick leave and be subject to the terms and conditions of the sick leave policy.

10. Support Division/Administrative Firefighters:

Administrative staff not required to wear a Self-Contained-Breathing-Apparatus (SCBA) for their position are not required to participate in the PAT.

11. Confidentiality:

The Training Officer shall maintain individual records relating to this policy for each Firefighter. The Training Officer may disclose information from these records, as necessary, to the subject firefighter, the Fire Chief, or to anyone determined by the Fire Chief to have a need to know. The Training Officer shall comply with all legal requirements for safeguarding any medical, private, or protected information. All those who administer or facilitate the PAT process shall maintain the confidentiality of actual test times, any medical, private or protected information.

## SECTION 9 - FRINGE BENEFITS

### A. Employee Categories:

As used in this Section:

1. Administrative Division employees working 40 hours per week (2080 hours annually) are defined as Full-Time Administrative Employees.
2. Suppression Division employees working an equivalent of 56 hours per week (~~2912~~ hours annually) are defined as Full-Time Suppression Employees.
3. Qualifying Part-time Employees are defined as employees working the equivalent of 30 hours per week (1560 hours annually) or more.

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### B. Group Health Insurance:

The District may pay a premium for health, dental, life insurance, accidental death and dismemberment, and disability insurance up to a maximum amount designated by the Fire Chief for Full-Time Employees and their dependents.

The District may pay a premium for health insurance for Qualifying Part-Time Employees.

Part time, temporary and seasonal employees, contractors and volunteers are not eligible for any benefits, except those as required by law.

### C. Continuation of Benefits:

The District recognizes and follows COBRA regulations for insurance coverage after employment by the District for all employees. Employees separating from District employment who are participating in health care prior to the qualifying event will be allowed to continue group medical and dental insurance coverage at cost to the employee for up to eighteen (18) months from the date of separation (except when terminated for cause). The District assesses up to a minimum of 2% of the premium as an administrative fee. (see Utah Code §31A-22-714, or Consolidated Omnibus Budget Reconciliation Act, 1985 (COBRA)). Employees and/or dependents shall be notified within thirty (30) days from date of separation regarding extension and conversion privileges and must reply in writing within sixty (60) days of notice or forfeit their extension right. Payment must be made

within forty-five (45) days of acceptance of COBRA benefits or benefits will be canceled.

1. Dependents of employees are eligible to continue insurance at their cost for up to thirty-six (36) months upon the occurrence of the following:
  - a. Upon legal separation or divorce from the covered employee;
  - b. The death of the covered employee;
  - c. When dependents cease to be dependent under the definition of the policy;
  - d. When Medicare eligible employees cease participation in employer sponsored plans;
2. Insurance cannot be continued beyond any of the following:
  - a. The date the premium is not paid;
  - b. The date when the individual becomes covered under any other group health plan or is entitled to Medicare benefits;
  - c. In the case of a spouse, when the spouse remarries or becomes covered under another group health plan; and
  - d. On the date when the employer ceases to provide any group plan, except the District would be obligated to allow employees or dependents to continue coverage under any replacing group policy or policies.

**D. General Group Insurance Programs:**

Disability coverage beginning on 31<sup>st</sup> day for accidents and illness is also provided for full-time employees. Family & Medical Leave without pay shall run concurrently during disability but shall begin the first day the employee is not able to work. In the event of long-term disability, health, dental and life insurance premium payments will be paid by the District for a period of six (6) months from date of inception of the disability. An employee returning to work after disability leave shall provide a return-to-work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities. An

employee who cannot return to their regular work responsibilities or perform the essential functions of the job after the 6-month period following the inception of the disability shall be separated from employment with the District.

1. Dental insurance is available for all full-time employees. There shall be no compensation in lieu of coverage.

#### E. Social Security:

Full-time employees participating in the Utah Retirement System (URS) are exempt from Social Security tax.

Part-time employees are required by law to have a valid Social Security number and to contribute to the Social Security system.

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#### F. Leave Status:

Vacation, sick, comp time, holidays, trade time, or funeral leave shall not be used to create overtime. The purpose of leave is to supplement the employee's full-time workweek.

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#### G. Vacation:

1. The District believes that a reasonable period of time away from the job encourages good health and the well-being of employees. This is a benefit to the District, as well as the employee. Therefore, it is the policy of the District to grant paid vacations to full-time employees.

2. All full-time employees are eligible for vacation as accrued. Years of District service, for establishing vacation accrual rates, shall be the employee's full-time hire date.

3. Suppression: All requests for Paid Time Off (PTO) must be submitted through the Scheduling software no later than the end of business on the last business day of the month two months prior to the requested day off. For example, if an employee wishes to take November 15th off, the PTO request must be submitted in the Scheduling software by 4:00 PM of the business day on September 30th (or the last business day of September).

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- a. Any time off requested after this deadline will still require supervisor approval, and the employee will be responsible for

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securing their own coverage to ensure shift obligations are met. This policy is designed to maintain adequate staffing levels and minimize disruptions to operations. Exceptions may be considered for emergencies or unforeseen circumstances.

4. Accumulation of vacation shall be based upon the following schedule:

a. Full-time Suppression:

Employees shall accrue vacation leave according to the following schedule:

<u>Years of Service</u>	<u>Per-Pay-Period</u>
<u>Accrual</u>	
<u>(24 Pay Periods per Year)</u>	
Hire date through the end of the 1 <sup>st</sup> year	8.30
Hours	
Beginning of the 2 <sup>nd</sup> year through the end of the 5 <sup>th</sup> year	10.15
Hours	
Beginning of the 6 <sup>th</sup> year through the end of the 10 <sup>th</sup> year	12.00
Hours	
Beginning of the 11 <sup>th</sup> year through the end of the 15 <sup>th</sup> year	13.85
Hours	
Beginning of the 16 <sup>th</sup> year through the end of the 20 <sup>th</sup> year	16.62
Hours	
Beginning of the 21 <sup>st</sup> year and over	17.54 Hours

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b. Full-time non-exempt Administrative:

Employees shall accrue vacation leave according to the following schedule:

<u>Years of Service</u>	<u>Per-Pay-Period</u>
<u>Accrual</u>	
<u>(24 Pay Periods per Year)</u>	

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Hire date through the end of the 1 <sup>st</sup> year	2.08
Hours	
Beginning of the 2 <sup>nd</sup> year through the end of the 5 <sup>th</sup> year	3.46
Hours	
Beginning of the 6 <sup>th</sup> year through the end of the 10 <sup>th</sup> year	5.08
Hours	
Beginning of the 11 <sup>th</sup> year through the end of the 15 <sup>th</sup> year	6.46
Hours	
Beginning of the 16 <sup>th</sup> year through the end of the 20 <sup>th</sup> year	8.08
Hours	
Beginning of the 21 <sup>st</sup> year and over	8.77 Hours

c. Full-time FLSA-Exempt Administrative

Employees shall accrue vacation leave according to the following schedule:

**Years of Service**  
**Accrual**

**Per-Pay-Period**

**(24 Pay Periods per Year)**

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Hire date through the end of the 1 <sup>st</sup> year	3.62
Hours	
Beginning of the 2 <sup>nd</sup> year through the end of the 5 <sup>th</sup> year	4.99
Hours	
Beginning of the 6 <sup>th</sup> year through the end of the 10 <sup>th</sup> year	6.55
Hours	
Beginning of the 11 <sup>th</sup> year through the end of the 15 <sup>th</sup> year	7.99
Hours	
Beginning of the 16 <sup>th</sup> year through the end of the 20 <sup>th</sup> year	9.61
Hours	
Beginning of the 21 <sup>st</sup> year and over	10.30 Hours

5. Vacation leave may not be accrued during a period of time when an employee is on long-term disability or is on extended leave-without pay and has exhausted all FMLA entitlement.
6. Former employees who are re-hired with reinstatement rights following military service shall be entitled to assume the same eligibility for vacation as enjoyed

as outlined in Section 7, Paragraph H.

7. Employees may carry unused vacation leave over to the next year to a maximum of 456 hours for Suppression Employees and 260 hours for Administrative Employees of accrued vacation leave. At the end of the calendar year, any accrued vacation leave in excess of the maximum hours shall be converted to sick leave at 100%.

8. Utilization: Any accrued compensation time must be used before using accrued vacation leave. Vacation leave shall be scheduled through the Scheduling software. The Fire Chief may set the rules of vacation use so that District operations are not disrupted.

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9. An authorized holiday that falls within the time period of an administrative employee's scheduled vacation shall not be charged as vacation.

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10. The District will not advance vacation days.

11. Administrative employees may request a total of 96 vacation hours in 8-hour increments.

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12. Suppression employees may request a total of 144 vacation hours, in 24-hour increments.

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13. Buyouts in sections 10 & 11 shall be requested for the year by December 15<sup>th</sup>

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14. Scheduled paid leave and trade time may be taken consecutively up to a maximum of 30 calendar days with the approval of the Fire Chief, unless taken in conjunction with FMLA.

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15. Shift-suppression personnel may use vacation in half-shift (12-hour) increments.

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16. Resignation: Upon resignation or retirement, an employee will be paid the cash value of 100% of the earned vacation leave (carried over and earned) up to the maximum defined in section 6. Deductions from termination pay may be made where the terminating employee has outstanding obligations to the District. The District may withhold the payment of termination pay if the employee fails to return District property in their possession.

17. Record Keeping: The official record of accrued and used vacation is to be kept

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by the District through a formal leave accounting system. Any discrepancies shall be reconciled directly through the Human Resource Officer. If discrepancies are not reported within thirty (30) days, all information shall be deemed correct.

#### H. **Sick Leave:**

Sick leave is allowed for full-time employees as a benefit and may be used for the employee's own injury or illness. Sick leave taken in excess of two (2) calendar days may require a statement from an attending physician. The Fire Chief and/or Supervisors must use discretion in approving sick leave, while insisting that seriously ill employees stay off the job. Accrued sick leave is a District owned benefit afforded to those District employees who become ill or injured and cannot perform their normal duties.

1. Sick leave shall be earned at the rate of 3.07 hours per pay period of full time employment for Administrative Employees and the rate of 4.6 hours per pay period for Suppression Employees, and may be used as earned. Sick leave shall not be granted beyond that earned by any employee.
2. Full-time employees may accrue up to 680 hours of sick leave for Administrative Employees and 960 hours for Suppression Employees pursuant to paragraph H.1. above.
3. Sick leave shall not accrue during a period where a leave of absence without pay is being granted for reasons other than personal or family related illness or condition as defined by the Family & Medical Leave Act (FMLA).
4. Sick leave may not be accrued during a period of time when an employee is on long-term disability or is on extended leave-without pay and has exhausted all FMLA entitlement.
5. Sick Leave Cash Benefit:

a. Upon an eligible employee retiring between July 1 and December 31, employee will receive a cash benefit equal to 50% of the cash value of the eligible employee's accumulated, unused sick leave.

b. If an individual's employment terminates before the employee meets ten

**Deleted:** <#>Upon an eligible employee retiring between January 1 and June 30, NSFSD will pay a contribution in the amount of 50% of the cash value of the eligible employee's accumulated, unused sick leave, to the employee's Nationwide Post Employment Health Plan account in accordance with the provisions and requirements of that Plan in lieu of a cash benefit.¶

years of full-time employment with the District, all accrued sick leave will be forfeited. ▼

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- c. If the employee qualifies for retirement through the Utah Retirement Systems and has less than ten years of full-time employment, the employee is eligible for sick leave cash benefit as defined in sections a. and b. above.
6. District designated holidays occurring while an administrative employee is on sick leave shall not be charged as used sick leave.
7. Notification to the employee's Supervisor for the use of sick leave shall be made no later than one (1) hour prior to employee's regular reporting time.
8. Supervisors are charged with the responsibility to approve or disapprove sick leave requests, and may require the employee to provide evidence of illness or injury.
9. The official record of accrued and used sick leave is to be kept by the District through a formal leave accounting system (Scheduling/payroll software). Any discrepancies shall be reconciled directly through the Human Resource Officer. If discrepancies are not reported within thirty (30) days, all information shall be deemed correct.
10. Workers Compensation: In the event an employee is injured on the job, they must immediately report the injury to the Human Resource Officer, and submit to any necessary drug testing (see Section 12) and apply for workers compensation. The employee may additionally utilize compensated sick leave in accordance with the following formula: "Gross monthly compensation minus industrial compensation equals total compensation subject to sick leave utilization. The number of hours to be charged shall be determined by dividing the total amount subject to use by the appropriate hourly compensation rate." This shall not be construed as allowing a gross income, inclusive of industrial compensation, in excess of the employee's regular monthly salary or earnings.
11. Insurance benefits are provided for more serious or longer-term illness or accidents. While insurance policies pay 60% of the normal wage, sick leave time and vacation time may be used on a pro-rata basis to maintain normal income. The employee may supplement the disability benefit first with accrued sick leave and vacation to receive 40% of their normal wage. During the

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duration of an employee supplementing their disability benefit, sick leave and vacation accruals will continue. If no sick leave or vacation time is available, normal insurance proceeds only are payable and sick leave and vacation will not accrue.

**I. Dependent Care Leave:**

An eligible employee may request up to 24 hours per year of Dependent Care Leave to care for the eligible employee's child, spouse, or parent who is ill or injured but may not have a serious health condition (non-FMLA qualifying event).

1. NSFSD may require an eligible employee to provide information about the need for Dependent Care Leave.
2. An eligible employee's sick leave accrual shall be reduced by the number of hours taken by an employee as Dependent Care Leave under this paragraph.

**J. Funeral Leave:**

1. Funeral leave with pay, not to exceed one (1) week, may be allowed in the loss of the following:
  - a. Spouses, Adult Designee (as noted for health insurance) Son, Daughter, Mother, Father, Grandson, Granddaughter, Stepmother, Stepfather, Stepson, Stepdaughter, Son-in-law, and Daughter-in-law.
2. Funeral leave with pay, not to exceed one shift, may be allowed in the loss of the following:
  - a. Grandparents, Sister, Brother, Father-in-law, Mother-in-law, Sister-in-law, and Brother-in-law.
3. Employees desiring extended funeral leave may request to use comp time, vacation, or leave without pay. Leave without pay may be used only if the employee has no accrued comp time or vacation. Funerals which occur during use of vacation shall be treated as described in this paragraph and not be charged to vacation.

4. If a funeral is attended or death occurs while an employee is on leave of absence, there will be no time off with pay forthcoming.

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**K. Holiday Leave:**

1. The following days have been designated by the District to be paid holidays for Administrative Employees<sup>1</sup>:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
Personal Day (Birthday)	TBD as per individual
Memorial Day	Last Monday of May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Pioneer Day	July 24 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25 <sup>th</sup>

2. When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. When any of the above holidays fall on a Saturday, the preceding workday shall be observed as the holiday.
3. Should a holiday occur while an employee is on vacation, the employee will not be charged with vacation the day of the holiday.
4. Holiday Pay: Administrative Employees who are required to work on a designated holiday will receive compensation at the regular rate for the holiday plus compensation at the regular rate for all hours actually worked on the holiday.

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**L. Court or Jury Leave:**

Each full time employee entitled to paid leave under these rules shall, during regularly scheduled work time only, be entitled to leave of absence with full pay for such period of required absence when, in obedience to a subpoena or

<sup>1</sup> Suppression and Full-time EMS Employees accrue vacation time at higher rates to compensate for lack of any paid holidays (see paragraph G above.)

direction by proper authority, the employee is to appear as a witness in a case involving the federal government, the State of Utah, or a political subdivision thereof, to serve on a jury or as a witness in a grievance/hearing. Witness or jurors fees paid to employees on leave with pay status shall be returned to the District for deposit in the general fund. Per diem and witness or juror fees may be retained by an employee who elects to use vacation leave while on jury duty or acting as a witness. Absence due to litigation not required by the employee's position, but as an individual, shall be taken as vacation leave, comp time, or leave without pay.

**M. Maternity Leave:**

1. An employee who becomes pregnant may continue working until such time as they can no longer satisfactorily perform their duties or their physical condition is such that their attending physician deems continued employment to be hazardous to the employee's health or the health of the unborn child.
2. Paid sick leave or Family & Medical Leave without pay, which is available to cover the time for physical examinations and periods of incapacitation, will be available to the pregnant employee for the same purpose.
3. Leave granted for maternity purposes shall be allowed. Such leave may also be eligible for short-term disability compensation according to District insurance program guidelines.
4. Employees who have exhausted all accumulated sick leave but have not exhausted their FMLA leave, shall be granted Family & Medical Leave without pay for maternity and other allowed purposes. Family & Medical Leave without-pay shall run concurrently with the use of sick time and shall begin the first day the employee is not able to work. Employees desiring extended leave due to "pregnancy disability" shall receive it on the same basis as any other disability.

**N. Military Leave:**

Leave shall be granted for a period of active military service. Extended military leave is six (6) months or more, not to exceed five (5) years unless approved by the District. Short-term military leave is any leave of less than six (6) months in duration, normally not longer than 120 hours.

1. Short-term Military Leave is authorized for full-time employees pursuant to the following conditions:
  - a. Administrative Employees are entitled to one hundred and twenty (120) hours and Suppression Employees are entitled to one-hundred and sixty-eight (168) hours of military leave per year without loss of regular pay or other fringe benefits. The employee may take military leave when activated. After the employee has exhausted their hours of military leave they may take unpaid leave or substitute vacation or trades.
  - b. Whenever possible, employees who are members of reserve units of the military shall notify the Fire Chief and Human Resource Officer within one week of receipt of an activation notice, and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made a part of the individual employee's personnel file.
  - c. Employees requesting short term military leave may go on leave without pay status prior to using accrued vacation and comp-time.
  - d. While on short term military leave without pay, none of the employee's benefits shall accrue, except that health, dental and life insurance benefits will remain in force.
  - e. If the employee does not return to District employment after six (6) months, the Fire Chief may declare the position vacant.
2. Extended Military Leave without Pay shall be granted to employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the provision of the Universal Military Training and Service Act. Former employees shall be permitted to return to District employment without loss of benefits pursuant to the provisions of the Utah Code §39-3-1. The following conditions shall apply:
  - a. USERRA provides that an individual may serve up to 5 years in the uniformed services, in a single period of service or in cumulative periods totaling 5 years and retain the right to re-employment by their pre-service employer (38 USC 4312(c)).



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- b. The employee must have satisfactorily completed the period of active duty and furnish a certificate to that effect.
- c. The District shall follow USERRA regulations regarding the reinstatement of an employee returning from active military duty. If the employee declines an offer for position vacancy, reinstatement rights may be canceled by the Fire Chief.
- d. If, due to a service connected disability or for some other reason, an employee is not qualified to perform all the duties of their former position, they will be placed in the closest comparable position for which they are qualified or the employee will be placed on a list of eligibles for consideration for future openings. Under the American's With Disabilities Act, reasonable accommodation shall be provided unless to do so would prove to be an undue hardship.

**O. Administrative Leave:**

In cases of training, special educational pursuits, hardships, or other cases not provided for in these policies, the Fire Chief, may grant short-term leaves at full pay, partial pay, or without pay. The approval or denial of such requests is at the discretion of the Fire Chief and is not subject to appeal.

**P. Family & Medical Leave Without Pay:**

The District will comply with all applicable requirements of the Family & Medical Leave Act of 1993 (FMLA).

- 1. Eligibility: All employees who have worked for the District for at least 12 months (which need not be a consecutive 12 month period) and have worked for the District at least 1250 hours in the previous consecutive 12 month period qualify for family & medical leave without pay.
- 2. Eligible employees may receive up to 12 weeks of unpaid, job protected, leave in any 12-month period for the following reasons:
  - a. To care for a child upon birth or upon placement for adoption or foster care;
  - b. To care for a parent, spouse, or child with a serious health condition, or,

- c. When an employee is unable to work because of a serious health condition. A serious health condition is defined as "any illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider" (i.e. doctors, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse midwives, and Christian Scientist practitioners). In addition, a single event or occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, such as a regimen of medication or physical therapy, qualifies. Excluded from coverage are voluntary or cosmetic treatments, which are not medically necessary and preventive physical examinations. An employee returning to work after FMLA leave for their own serious health conditions shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities.
  - d. When a family member is called on active military duty or called to active military duty
3. Eligible employees may receive up to 26 weeks of unpaid, job protected, leave in any 12-month period to care for a family member who sustained an injury or illness in the line of active military duty.
4. Notice & Verification: Employees who want to take FMLA leave ordinarily must provide the District with at least 30 days' notice of the need for leave, if the need for leave is foreseeable. If the need is not foreseeable, the employee should give as much notice as is practicable. The employee notice shall contain the reason for the leave, the anticipated timing of the leave and the expected duration of the leave. In addition, employees who need leave for their own or a family member's serious health condition must provide medical certification of the serious health condition within 15 days after the request or as soon thereafter as is seasonably possible. The District may also require a second or third opinion (at the District's expense), periodic recertification of the serious health condition (as frequently as every 30 days), and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The District may deny leave to employees who do not provide proper advance leave notice or medical certification within established time frame.

5. District Communication Requirements: Upon receiving notice of an employee need for FMLA leave the District must provide the employee with a detailed notice specifying the employee's rights and obligations in connection with the law and District policy and explain any consequences of a failure to meet these obligations. The District notice shall include:
  - a. A statement that the leave will be counted against the employee's annual FMLA leave entitlement;
  - b. Requirements for the employee to furnish medical certification of a serious health condition and the consequences for failing to do so;
  - c. The requirement for the employee to use accrued paid leave,
  - d. Any requirements for the employee to make or participate in the payment of insurance premiums, and the methods for doing so;
  - e. Any requirement of the employee to present a fitness for duty certificate in order to return to work;
  - f. The employee reinstatement rights to the same or equivalent job;
  - g. The employee's status as a "key employee" and the conditions under which reinstatement may be denied, and
  - h. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work.
6. Method of Leave Usage: The leave may be taken intermittently or on a reduced leave schedule without the District's approval when medically necessary; therefore Supervisors shall take an active role in verifying medical necessity, especially in the case of emergencies and short notice situations. Medically necessary FMLA leave may be taken in half-hour, hourly, daily or weekly blocks of time, but may not be taken intermittently for any other non-medical purpose.
7. Employee Entitlements: Employees taking qualified FMLA leave are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. In addition, the District shall reinstate an employee returning from FMLA leave to the same or

equivalent position with equivalent pay, benefits, and other employment terms as previously provided. The District's obligation under FMLA to reinstate an employee returning from leave ceases once the employee has used up their 12/26 week entitlement and continues on another form of leave, paid or unpaid. Also, the District may deny reinstatement if it can be demonstrated that the employee would not otherwise have been employed at the time the reinstatement request is made, such as when an employee's position is eliminated due to a layoff.

8. **Accrued Benefit Impact:** Employees use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, the employee must first use any accrued paid vacation, compensatory time, and sick leave during a FMLA leave for the employee's own serious health condition or for a seriously ill family member. In addition, the employee must first use any accrued paid vacation or compensatory time, but not sick leave, during FMLA leave to care for a newborn or newly placed child, and no more than 5 paid sick days may be included in FMLA leave taken to care for a seriously ill family member (see sick leave policy). In calculating the number of leave days used as part of the 12/26 week FMLA limit, all paid leave shall be included.
9. **Defining 12 month period:** The District shall use a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
10. **Return to Work**
  - a. Upon returning to work, an employee whose FMLA leave was due to the employee's own serious health condition shall provide a release to return to work from his health care provider. In addition, an employee who has been absent due to illness or injury may also be required to undergo a Return to Work / Fitness for Duty Evaluation through a District-appointed physician. In such event, the district shall cover the cost of such examination.
  - b. If the employee has not exhausted their FMLA or other leave, the employee shall be restored to the same position held before the FMLA leave or to an equivalent position with equivalent pay and benefits, unless the employee has been identified as a "key employee."
11. **Temporary Work Assignments:** Where medical necessity dictates the need to

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use scheduled intermittent leave or a reduced work schedule, the District may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of leave than the employee's regular position. In addition, the District may transfer an employee to a part-time job with the same hourly rate of pay and benefits as long as the employee is not required to take more leave than is medically necessary.

12. Record Keeping Requirements: Records retention for FMLA purposes must be maintained in accord with record keeping requirements of the Fair Labor Standards Act (FLSA). Records must be kept for a minimum of three years, which includes the following information:

- a. Basic payroll records;
- b. Dates that FMLA leave is taken;
- c. Hours of FMLA leave;
- d. Copies of employee notification given to employer;
- e. Copies of employer notices regarding employee rights and obligations;
- f. Copies of District policies and procedures describing benefits and leave provisions;
- g. Premium payments of employee benefits;
- h. Documents pertaining to disputes regarding designation of FMLA leave. All records relating to medical information must be kept in separate, confidential medical files.

**Q. Retirement:**

The District is a participant in the Public Employee and Firefighters retirement programs of the Utah Retirement Systems (URS).

Qualifying suppression personnel participate in the URS Tier I or Tier II, Division "B", Firefighters Retirement System. Qualifying Administrative personnel participate in the Tier I or Tier II Public Employees Noncontributory Retirement System.

The District endorses the concept that performance, not age should be the standard for retaining qualified employees. There shall be no set retirement age from District employment. Contributions into the retirement system shall be made for all employees working full time.

1. Employees, at their discretion, may choose to retire any time after they are eligible under the provisions of the Retirement Act.
2. Employees over retirement age, as defined by the Social Security Administration, can be retained or hired as long as they are physically and mentally able to satisfactorily discharge the duties of the position.
3. The retirement system provides a number of benefits to the employee, including retirement benefits, death benefits, and survivor's allowances. Contributions are made by the employer as allowed by the retirement system.
4. All employees who have previously participated with URS prior to July 1, 2011 shall be enrolled in the Tier I retirement.
5. Effective July 1, 2011, all existing employees who have not participated and all newly hired employees shall be enrolled with the URS Tier II retirement unless previously enrolled within a URS retirement system.
6. Employees working less than full time but at least 20 hours per week and receiving any other non-mandated benefit from the District will also be enrolled in the District Retirement program.
7. Retirement credit will continue to accrue while an employee is receiving short-term disability.
8. Retirement credit will not accrue while an employee is receiving long-term disability or when an employee is on unpaid leave and has exhausted all FMLA entitlement.

**R. Unemployment Insurance:**

The District participates in the State Unemployment Insurance Program; and each person that terminates will be eligible for unemployment benefits in accordance with the rules and provisions as provided by the State. Employees

terminated for cause shall not be eligible for unemployment benefits from the District.

**S. Education Assistance:**

When determined by the Fire Chief that additional training or education is required for the proper performance of a job, the District shall allow rescheduling of work time together with compensation for time spent in training plus associated expenses.

If a full-time employee desires to enhance their own job skills through training or academic pursuits which are viewed by the Fire Chief as being directly related to the job or a position to which one may wish to become promoted, and the employee initiates such a request; the District may give consideration in work schedule accommodations and tuition expenses.

Tuition expenses must be budgeted during the District's regular budget process. Employees requesting tuition reimbursement must be employed, full time, by the District for a minimum of 2 years. The District may choose to participate at a rate of 100% of tuition expenses. Education expenses may be taxable by the IRS. Employees with approved educational assistance must enter into a written agreement that upon termination (voluntary or involuntary, except for reduction in force) they will refund to the District monies received for educational assistance based upon the following schedule:

**Time Period Between Date Of Termination & Portion Of Expenses**

<u>&amp; Conclusion of Educational Course(s)</u>	<u>Refunded To District</u>
Less than one Year	100%
One Year, But Less than Two Years	75%
Two Years, But Less than Three Years	50%
Three Years, But Less than Four Years	25%
Greater than Four Years	0%

Employees who participate in this benefit shall maintain a 3.0 grade or better (on a 4.0 scale) in all classes at the end of each term or semester.

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**T. Benefit Limitation:**

The benefits described in this section constitute the total and complete benefit package offered and available to all District employees who qualify for participation according to eligibility requirements established by this policy manual.



## **Section 19 - DONATIONS POLICY**

### **A. Purpose**

The purpose of this chapter is to establish policy and guidelines for acceptance of donations to the North Summit Fire Service District (the “District”). Its provisions are intended to establish a review process that considers the intentions of the donor, the needs and desires of the community, and District benefits and costs associated with proposed donations, including long term costs of maintenance and care of donated property.

### **B. Scope**

1. Except as provided in subsection B of this section, the provisions of this chapter shall apply to any donation made, or proposed to be made, to the District.
2. This chapter does not apply to:
  - a. Receipt of a donation, including a grant, from a government agency;
  - b. A donation governed by state or federal law; and
  - c. A sponsorship, naming right, or other similar arrangement concerning District owned property.

### **C. Definitions**

For the purposes of this chapter the following terms, phrases, and words shall have the meanings given in this section:

CAPITAL ASSET:

COMPENSATORY SERVICE WORKER: A person who performs a public service with or without compensation for an agency as a condition or part of the person's incarceration, plea, sentence, diversion, probation, or parole.

DONATION: Anything contributed to the District by a donor, including, but not limited to, a building or structure, an endowment, a public improvement, land, materials, money, negotiable securities, or volunteer labor, except a donation

from a government agency, including a grant, and a donation associated with a sponsorship, naming right, or other similar arrangement.

**DONOR:** An individual or organization that makes a donation to the District, including, but not limited to, a trust, estate, firm, partnership, joint venture, club, company, joint stock company, corporation, limited liability company, association, society, or any other group of individuals acting together, whether mutual, cooperative, fraternal, nonprofit, or otherwise. "Donor" does not include a compensatory service worker.

**EXCESS DONOR FUNDS:** Money, or another kind of donation which has been converted to money, contributed by a donor to the District which is unexpended after completion of the purpose for which a donation is made.

**PUBLIC AMENITY:** An improvement that contributes to the betterment of a District-owned or operated property or facility.

**PUBLIC IMPROVEMENT:** An activity, including volunteer labor, which betters publicly owned property, including, but not limited to, land, a structure, materials and/or equipment.

**VOLUNTEER:** A person who donates service without pay or other compensation except expenses actually and reasonably incurred as approved by the District. "Volunteer" does not include a compensatory service worker.

**VOLUNTEER LABOR:** Work, related to a donation, provided by a volunteer to construct or maintain a public improvement or install a Public Amenity.

#### **D. Donation Policy**

1. The District encourages donations from individuals and entities that support programs and services the District provides to the public. The District shall evaluate whether to accept a proposed donation based on the provisions of this chapter and shall have sole discretion to determine whether to accept or decline a proposed donation. The intent of the District Donation Policy is to help donors reach their intended goals while at the same time taking action consistent with the mission, goals, plans, resources, and limitations of the District as a whole.

2. A person who wishes to make a donation is encouraged to contact the recipient District department to discuss the proposed donation and the process for review and acceptance thereof.
3. Subject to the provisions of this chapter and in compliance with any applicable law, the District may accept a donation for the purpose of providing a public improvement on District owned or operated property or facility, including an improvement constructed with voluntary labor. Any improvement shall be completed in conformance with applicable District policy and ordinances, development requirements, and other adopted standards.
4. A donation may be used for any public purpose, subject to the provisions of this chapter and any applicable donation agreement.
5. Naming of a donated property or facility, if any, shall conform to the District's naming policies.
6. The District may, at its option, request or require an appraisal of real or personal property prior to acceptance of a donation.
7. The provisions of this chapter shall not be construed to create any right for an individual or organization to make a public improvement on city property.

**E. Donations of Money and Negotiable Securities**

1. Donations of money and/or negotiable securities may be accepted by the Fire Chief or the Fire Chief's designee. A donation of negotiable securities may be accepted when in the Fire Chief's judgment, in consultation with the finance director, the proposed donation is in accordance with applicable law and the proposed donation is either:
  - a. Not subject to conditions, or
  - b. A conditional donation approved pursuant to applicable provisions of this chapter.
2. Negotiable securities may be held or sold at a marketable rate and the proceeds of such sale used as specified by the donor, consistent with applicable provisions of this chapter.

3. An undesignated and/or unconditional money donation shall be delivered to the finance department and deposited in an account designated by the finance director or the director's designee.
4. Subject to the provisions of this chapter, if a monetary donation is accepted for a public improvement, including a public amenity, the donation shall be deposited and held for its intended purpose in a special donation fund managed by the finance department and shall be dispersed at the time called for by the associated donation agreement. Once the purposes for the donation have been fulfilled, any remaining funds shall be transferred to the general fund.

**F. Donations of Real Property**

1. A proposed donation of real property shall be reviewed for:
  - a. Suitability for the intended use and/or potential for resale;
  - b. Any conditions that may be placed upon the use of the property by the donor;
  - c. Potential environmental problems, including the presence of hazardous waste;
  - d. Probable maintenance costs;
  - e. Potential financial liability to the District; and
  - f. Any other consideration which may affect the suitability of the donation.
2. An appraisal of real property proposed to be donated may be requested by the Fire Chief.
3. The Fire Chief may recommend that the Administrative Control Board accept a donation of real property which:
  - a. Is consistent with the policy and objectives of the District;
  - b. Is free of any mortgage or liens against the property;

- c. Does not create an unfunded financial liability for the District (other than any ongoing care or maintenance);
- d. Does not have any hazardous waste or condition that would cause the District to become a potentially responsible party as provided in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (the donor shall pay for any Phase One Report; this may be waived by the Fire Chief); and
- e. Is located within the District or is adjacent to property that is owned by the District.

**G. Nonmonetary Donations (Except Real Property)**

- 1. The Fire Chief may accept a nonmonetary donation for a public improvement (except real property) valued at less than \$20,000, including, but not limited to, voluntary labor, a Public Amenity, a Capital Asset, and materials or supplies typically used by the District.
- 2. The Fire Chief may recommend that the Administrative Control Board accept a nonmonetary donation valued at \$20,000 or more.

**H. Evaluation Guidelines**

- 1. The following guidelines shall be used to assess whether acceptance of a proposed donation is in the best interest of the District as well as any other consideration which may be relevant in a particular case:
  - a. Consistency with the mission, policies, and master plans (if any) governing the District; and
  - b. Whether the proposed donation:
    - 1) Improves an area of the District which may be deficient in public amenities;
    - 2) Is suitable for the purpose proposed (as determined by the Fire Chief in

consultation with staff);

- 3) Is compatible with the proposed location, if one has been identified;
  - 4) Complements, or is harmonious with, existing District resources;
  - 5) Replaces aging, outdated, or unsafe infrastructure;
  - 6) Is financially feasible based on the cost of the proposed donation or project implementation, including installation and ongoing maintenance, if applicable;
  - 7) Covers all anticipated costs, including reasonably anticipated future costs;
  - 8) Includes donor or other funds for ongoing maintenance and the cost of removal and/or construction, if necessary;
  - 9) Is susceptible to wear and vandalism;
  - 10) Creates any public safety or security issues or a potential danger to public health and safety;
  - 11) Creates a financial or other liability to the District;
  - 12) Complies with applicable codes, including building codes and ADA requirements; and
  - 13) Is restricted or conditioned in any manner, and the impact of those restrictions or contingencies.
2. The level of maintenance and costs of relocation or removal may vary depending on the nature of the proposed donation. In general, donors will be asked to contribute enough money to cover reasonably anticipated long term maintenance costs, construction, relocation, and/or removal. These costs shall be estimated and submitted with a donation agreement. The District may

agree to take on future maintenance costs and shall consider the following guidelines when making such decision:

- a. The District's need or desire for the donation;
- b. The financial capacity of the donor to fund ongoing maintenance activities;
- c. Ease of maintenance and repair; and

**I. Private Construction**

- 1. If construction of a public improvement is coordinated or contracted for by a donor or provided by volunteers, the donor shall be responsible for complying with applicable federal, state, and local laws. The donor shall also bear the cost of necessary permits, approvals, project management, design, installation, and manufacture of the donation unless these costs are specifically accepted or waived by the Administrative Control Board.
- 2. A contractor shall provide proof of compliance with the District's insurance requirements before work may commence on any public improvement.

**J. Ownership of Improvements**

Any donated improvement made on public property shall become District property and shall be subject to the laws, policies, and procedures of the District.

**K. Donation Agreement**

A donation shall not be accepted unless the donor completes a donation agreement, the form of which shall be approved by the Summit County Attorney's Office.

**L. Donation Acknowledgement**

When required by applicable law or internal revenue service regulations, the Fire Chief, shall provide a letter to each donor that formally acknowledges the donation, identifies its value, and the purpose of the donation. The letter shall include a statement that because the District is subject to the provisions of the

Government Records Access and Management Act of Utah, the District cannot guarantee anonymity of a donor.

**M. Tax Liability**

The District shall make no representation or guarantee as to the tax implications of any donation it accepts. Information provided by the District, its officials, employees, or agents in connection with a donation is intended to be informational only and is not intended to be a substitute for professional advice. Each donor shall be responsible for assigning a monetary value to the donation for tax purposes and should obtain tax and financial advice from appropriate professionals.

**N. Use of Excess Funds**

If the purpose of a donation has been fulfilled by the District, excess funds may be transferred to the District's general fund balance and may be appropriated as the Administrative Control Board deems appropriate.

**O. Damaged, Lost, Stolen, or Worn Donations**

1. The District is not obligated to replace any donation or improvement that is lost, stolen, damaged, or worn.
2. Except as otherwise provided in a donation agreement, the District reserves the right to remove any donated public improvement for safety reasons, deterioration, neglect, or vandalism, or the District's inability to finance ongoing maintenance or repairs.

**P. Reports to Governing Board**

Annually, after the close of the fiscal year, the Fire Chief shall provide a report to the District's Governing Board regarding donations received during the fiscal year.

**Q. Conflicts of Law**

If any provision of this chapter conflicts with a provision of an applicable state or federal law or regulation, such law or regulation shall supersede the conflicting provision of this chapter.



