

**Park City Fire Service District Administrative Control Board
Interview Schedule**

Wednesday, November 16, 2016
Richins Building, conference room behind auditorium
3 vacancies; 7 interviews

| | |
|---------|---|
| 3:00 PM | Christina Miller *reapplying (phone interview 435-640-3371) |
| 3:10 PM | Melissa Marsted |
| 3:20 PM | Alex Butwinski |
| 3:35 PM | Jay Dyal *reapplying (phone interview 435-901-3510) |
| 3:45 PM | Liza Simpson |
| 4:00 PM | William Silva |
| 4:15 PM | Melissa Band |

Vacancies will be a result of Christina Miller, Jay Dyal, and Dianne Walker's terms expiring 12/31/16. Christina and Jay are reapplying for a second term.

Central Wasatch Commission

Central Wasatch Commissioners

- Salt Lake County
- Salt Lake City
- Sandy City
- Cottonwood Heights
- UDOT
- Wasatch Back (Park City)

Stakeholders Council Members

28-35 representatives:

- USFS
- Local governments
- UTA, UDOT
- Environmental interests
- Ski resorts
- Recreation interests
- Residents, landowners

The Central Wasatch Commission (CWC) is being formed as an interlocal agency and a political subdivision of the State of Utah. The CWC will **formalize collaboration and streamline decision-making** among the multiple jurisdictions with authorities in the Central Wasatch Mountains. The area of focus is between I-80 and the Salt Lake County line south of Little Cottonwood Canyon.

The purpose of the CWC is to implement the Accord, signed in August 2015. Specific objectives include:

- engage the public, collaborate with stakeholders
- transportation solutions focused on transit, walking, biking
- visitor amenities, trails, and canyon stewardship
- watershed protection

A Stakeholders Council will also be formed as an advisory body to the CWC. Stakeholder Council Members will be appointed by the CWC.

The Stakeholders Council is where **regular, public dialogue** will occur on CWC objectives and projects. The Stakeholders Council will make recommendations to the CWC for implementation.

Authorities

- Powers granted by the Interlocal Cooperation Act
- Enter contracts, hire staff
- Collectively seek, hold, distribute funds

No Authorities

- No authorities given up by partner entities
- No regulatory authority
- No authority over local land use/zoning
- No authority to levy tax
- No condemnation authority

Mountain Accord / Central Wasatch Commission Transition Fact Sheet

Mountain Accord

- Mountain Accord brought together disparate interests in a collaborative manner to settle decades of conflict and create a sustainable plan for the preservation of the Central Wasatch mountains.
- The Executive Board included more than 20 representatives from federal, state and local governments and agencies, environmental advocacy groups, and private interests.
- Mountain Accord was not a public body nor was it a government entity.
- The project was initiated through a Program Charter in February 2014.
- The results were memorialized in an Accord in August 2015.
- Neither the Program Charter nor the Accord are legally binding documents.
- Funds were contributed and allocated to projects through Interlocal Agreements (legally binding) between the local governments on the Executive Board.
- Mountain Accord operated in an open and transparent manner.
 - Executive Board meetings were open to the public (30 meetings).
 - System Group Committee meetings for Environment, Recreation, Transportation, and Economy were open to the public (more than 30 meetings).
 - Executive Board and System Group meeting notices and notes were posted on Mountain Accord's website mountainaccord.com.
 - There were many opportunities for public engagement and comment, including more than 20 open houses and forums.
 - Because Mountain Accord was a project, not a political subdivision of the state, it was not possible to post meetings to the Utah Public Meetings Website.

Central Wasatch Commission (CWC)

- The CWC, now under consideration by local governments, will be a governmental entity. It will formalize the Mountain Accord collaborative effort.
- A Stakeholder Council will advise the CWC and will include all the jurisdictions with authority in the mountain area plus residents, private interests, and advocacy groups.
- CWC and Stakeholder Council meetings will be open to the public and will comply with the Utah Open Meetings Act, as outlined in the draft Interlocal Agreements.

Funding and Contracting

- The state of Utah and local government partners have contributed approximately \$7.6 million to the effort.
- Funds are in a holding account at UTA.
- Approximately \$5.9 million has been spent as of August 2016.
- Consultants were hired through public, competitive bid processes through UTA and local government partners. Requests for proposals were advertised on partner and Mountain Accord websites.

INTERLOCAL ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT

This Interlocal Assignment, Assumption and Consent Agreement (this "Agreement") is entered into effective _____, 2016 by and among Cottonwood Heights ("Cottonwood Heights"), Draper City ("Draper"), the Metropolitan Water District of Salt Lake & Sandy ("MWDSLS"), Park City Municipal Corporation ("Park City"), Sandy City ("Sandy"), Salt Lake City ("SLC"), Salt Lake County ("Salt Lake County"), Summit County ("Summit County"), the Town of Alta ("Alta"), Utah Department of Transportation ("UDOT"), Utah Transit Authority ("UTA"), the Wasatch Front Regional Council ("WFRC") and the Central Wasatch Commission (the "Commission"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS:

Whereas, most of the parties to this Agreement (namely, Cottonwood Heights, MWDSLS, Park City, Sandy, Salt Lake City, Salt Lake County, Summit County, Alta, UDOT & UTA, called the "Phase I Parties") have previously entered into a Program & Funding Agreement for Wasatch Summit Phase I (the "Phase 1 Agreement") dated February 3, 2014;

Whereas, the Phase I Parties, along with Draper and WFRC (the "Phase II Parties") also signed the Program & Funding Agreement Mountain Accord Phase II (the "Phase II Agreement") dated February 16, 2016, which superseded the completed Phase I Agreement;

Whereas, the Mountain Accord Executive Committee subsequently recommended that the Phase II projects and funding be transferred to a new Interlocal governmental entity;

Whereas, the Commission has been formed pursuant to the Utah Interlocal Cooperation Act, UCA Title 11, Chapter 13 (the "Interlocal Act"), to assume the management of the Mountain Accord Charter and the Accord (dated July 13, 2015) (the "Mountain Accord");

Whereas, the WFRC is currently managing two of the Phase II Projects;

Whereas, Salt Lake County is currently managing one of the Phase II Projects;

Whereas, Summit County is currently managing one of the Phase II Projects; and

Whereas, the Parties now desire to assign and transfer the remaining rights and obligations of the Phase II Agreement to the Commission.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.** The remaining rights and obligations of the Phase II Agreement are hereby assigned and delegated to the Commission. The Commission accepts and assumes the remaining rights and obligations of the Phase II Agreement.

2. **FUNDING.** The Phase II Agreement requires the Phase II Parties to contribute funding as shown on Table 1. These amounts were payable over a 3-year period of work pursuant to the Phase II Agreement. As of the date of this Agreement, the Phase II Parties have contributed the amounts shown on the Table 1 and acknowledge that the remaining amounts are due on the timetable specified in the Phase II Agreement:

Table 1.

| Parties | Amount allocated | Amount Paid for 2015 | Remaining Allocation for 2016 - 2017 |
|--------------------|------------------|----------------------|--------------------------------------|
| Cottonwood Heights | \$150,000 | \$50,000 | \$100,000 |
| Draper | 180,000 | 60,000 | 120,000 |
| MWDSLS | 300,000 | 100,000 | 200,000 |
| Park City | 300,000 | 100,000 | 200,000 |
| Sandy | 300,000 | 100,000 | 200,000 |
| SLC | 600,000 | 200,000 | 400,000 |
| Salt Lake County | 600,000 | 200,000 | 400,000 |
| Summit County | 150,000 | 50,000 | 100,000 |
| Alta | 45,000 | 15,000 | 30,000 |
| UDOT | 150,000 | 50,000 | 100,000 |
| UTA | 600,000 | <u>0*</u> | <u>600,000*</u> |
| Totals | \$3,375,000 | \$925,000 | \$2,450,000 |

Note *: Although UTA will not pay the \$600,000 in cash for the Phase II projects, it will provide \$600,000 in additional bus service over the same three-year period provided in the Phase II Agreement. The \$200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution for additional bus service in 2016. In 2016 UTA, subject to Board approval, plans to pay the remaining \$400,000 over a two-year period by providing \$200,000 in additional bus service for 2017, and another \$200,000 in additional bus service for 2018.

3. **UTA HOLDING ACCOUNT.** The cash heretofore contributed by the Phase II parties has been deposited in the UTA Holding Account established by the Phase I Agreement and the Phase II Agreement. UTA shall transfer all funds in the UTA Holding Account to the Commission as soon as practicable after the effective date of this Agreement. At the time of transfer, UTA will provide the Commission with an accounting of all funds received and disbursed from the UTA Holding Account, reconciling receipts and disbursements to the amount being transferred to the Commission.

4. **CURRENT PHASE II PROJECTS.** The following Phase II projects are currently under way:

a. WFRM has a program director contract (the "Program Director Contract") with LJ Consulting. \$1,000,000 has been transferred from the UTA Holding Account and received by

WFRC for use under the Program Director Contract. As soon as practicable after the effective date of this Agreement, WFRC will assign the Program Director contract to the Commission together with (i) the remaining funds held by WFRC for the Program Director Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Program Director Contract, and (iii) a progress report on the Program Director Contract. The Commission accepts the assignment and assumes responsibility for the Program Director Contract.

b. WFRC has entered into a Cottonwood Canyons transportation study contract (the "*Canyons Transportation Study Contract*") with WSP / Parsons Brinckerhoff. \$1,000,000 has been transferred from the UTA Holding Account and received by WFRC for use under the Canyons Transportation Study Contract, work under which is ongoing. As soon as practicable after the effective date of this Agreement, WFRC will assign the Canyons Transportation Study Contract to the Commission together with (i) the remaining funds held by WFRC for the Canyons Transportation Study Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Canyons Transportation Study Contract; and (iii) a progress report on the Canyons Transportation Study Contract. The Commission accepts the assignment and assumes responsibility for the Canyons Transportation Study Contract.

c. Salt Lake County has received \$250,000 from the UTA Holding Account for an "Environmental Dashboard" project. Those funds will remain with Salt Lake County for the operation of the project. Salt Lake County will provide periodic reports to the Commission on the "Environmental Dashboard" project, including a final report upon its completion.

d. Summit County has received \$400,000 from the UTA Holding Account for an I-80 transportation study (the "I-80 Study"). Those funds will remain with Summit County for the operation of the project. Summit County will provide periodic reports to the Commission on the I-80 Study, including a final report upon its completion.

5. INVOICES. Payments for existing contracts are currently subject to the Phase II Agreement, Paragraph 11 Payment of Invoices requirements. Those payment requirements shall continue to be used hereunder until the Commission develops and implements a new procedure for processing and payment of project/program invoices, including the projects referenced in paragraph 4 above.

6. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments (an "Amendment" or "Amendments") to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later Amendments, the later Amendments shall be controlling.

7. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be subject to the Utah Government Records Access and Management Act and other applicable state and federal law. Records created by or through work performed by Commission staff or consultants shall be maintained by such staff and consultants in accordance with their respective duties and scopes of work.

8. WITHDRAWAL FROM AGREEMENT. Any Party may withdraw from participation in the Program as defined under the Phase II Agreement by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation shall be entitled to any refund of any monies previously contributed pursuant to the Phase II Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in the Phase II Agreement following the date of such withdrawal.

9. TERMINATION OF THE AGREEMENT. If the Commission determines the Phase II Projects should be discontinued and the Commission terminated, any remaining funds after payment of all Commission liabilities shall be refunded to each Party or contributor *pro rata* based on respective contributions over the duration of the Commission.

10. NOTICE. Notices required under this Agreement shall be sent to the Parties at the contact information set forth below:

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.
Cottonwood Heights
1265 East Fort Union Blvd, Suite 250
Cottonwood Heights, UT 84047
Email: kcullimore@ch.utah.gov

Copy to:

Wm. Shane Topham
Callister Nebeker & McCullough
10 East South Temple, 9th Floor
Salt Lake City, UT 84133
Telephone: (801) 530-7478
Email: wstopham@cnmlaw.com

DRAPER CITY

Mayor Troy K. Walker
Draper City
1020 East Pioneer Road
Draper, UT 84020
Email: troy.walker@draper.ut.us

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

Michael L. Wilson
Metropolitan Water District of Salt
Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093
Telephone: (801) 942.9685
Email: wilson@swdsls.org

PARK CITY MUNICIPAL CORPORATION

Council Member Andy Beerman
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: andy@parkcity.org

Copies to:

Diane Foster, City Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: diane@parkcity.org

City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan
Sandy City
10000 Centennial Parkway
Sandy, UT 84070

Copy to:

John Hiskey
Sandy City
10000 Centennial Parkway
Sandy, UT 84070
Telephone: (801) 568-7104
Email: jhiskey@sandy.utah.gov

SALT LAKE CITY

Mayor Jackie Biskupski
Salt Lake City Mayor's Office
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, UT 84114
Telephone:
Email: jackie.biskupski@slcgov.com

Copies to:

Salt Lake City Attorney
451 South State Street, Room 505
P.O. Box 145478
Salt Lake City, UT 84114-5478
Telephone: (801) 535-7788

Laura Briefer
Salt Lake City Department of Public Utilities
1530 South West Temple
Salt Lake City, UT 84115
Email: laura.briefer@slcgov.com

SALT LAKE COUNTY

Mayor Ben McAdams
Salt Lake County Government Center
2001 South State Street, Ste. N2100
P.O. Box 144575
Salt Lake City, UT 84111-4575

Copy to:

Kimberly Barnett
Salt Lake County Government Center
2001 South State Street, Ste. N2100
P.O. Box 144575
Salt Lake City, UT 84114-4575
Email: kbarnett@slco.org

SUMMIT COUNTY

Christopher Robinson
Summit County Council
P.O. Box 982288
Park City, UT 84098
Email: cfrobinson@summitcounty.org

Copy to:
Tom Fisher
Summit County Council
60 North Main
Box 128
Coalville, UT 84017
Email: tfisher@summitcounty.org

TOWN OF ALTA

Mayor Tom Pollard
Town of Alta
P.O. Box 8016
Alta, UT 84052
Telephone: (801) 363-5105
Email: tjp@townofalta.com

UTAH DEPARTMENT OF TRANSPORTATION

Carlos Braceras
Executive Director
P.O. Box 141265
Salt Lake City, UT 84114-1265
cbraceras@utah.gov

Copy to:

James Palmer
Assistant Attorney General
4501 South 2700 West
P.O. Box 148455
Salt Lake City UT 84114-8455
jimpalmer@ut.gov

UTAH TRANSIT AUTHORITY

Jerry Benson
President & CEO
669 West 200 South
Salt Lake City, UT 84101
jbenson@rideuta.com

Copy to:

Jayne Blakesley
General Counsel
699 West 200 South
Salt Lake City, UT 84101
Email: jblakesley@rideuta.com

WASATCH FRONT REGIONAL COUNCIL

Andrew S. Gruber
Executive Director
Wasatch Front Regional Council
295 North Jimmy Doolittle Road
Salt Lake City, UT 84116
Email: agruber@wfrc.org

CENTRAL WASATCH COMMISSION

Except as otherwise provided in this Agreement, any notice given by a Party under this Agreement shall be made in writing and mailed by U.S. mail, hand-delivered, or emailed (with a confirmation copy sent by US mail) to the other Parties addressed as specified above. A Party may change its contact information from time to time by giving written notice to the other Parties in accordance with the procedures set forth in this section.

11. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows;

a. This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act.

c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act.

d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs, if any.

e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayor or chief executive officer of each Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

12. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that

any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

14. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter into this Agreement effective the date of the last Party's signature. Except for the purposes of funding Paragraph 3, the effective date as to each Party is the date of that Party's signature.

COTTONWOOD HEIGHTS agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

COTTONWOOD HEIGHTS

Its: _____

Approved as to Form

DRAPER CITY agrees to provide \$120,000 (subject to required appropriations) in two annual installments of \$60,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

DRAPER CITY

Its: _____

Approved as to Form

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Its: _____

Approved as to Form

PARK CITY MUNICIPAL CORPORATION agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

PARK CITY MUNICIPAL CORPORATION

Its: _____

Approved as to Form

SANDY CITY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

SANDY CITY

Its: _____

Approved as to Form

SALT LAKE CITY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

SALT LAKE CITY

Its: _____

Approved as to Form

SALT LAKE COUNTY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

SALT LAKE COUNTY

Its: _____

Approved as to Form

SUMMIT COUNTY agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

SUMMIT COUNTY

Its: _____

Approved as to Form

TOWN OF ALTA agrees to provide \$30,000 (subject to required appropriations) in two annual installments of \$15,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

TOWN OF ALTA

Its: _____

Approved as to Form

UTAH DEPARTMENT OF TRANSPORTATION agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

UTAH DEPARTMENT OF TRANSPORTATION

Its: _____

Approved as to Form

UTAH TRANSIT AUTHORITY agrees to provide \$600,000 (subject to appropriations) in additional bus service for the 2016 – 2019 ski seasons in the annual amount of \$200,000.

Dated this ____ day of _____, 2016.

UTAH TRANSIT AUTHORITY

Its: _____

Approved as to Form

Dated this ___ day of _____, 2016.

WASATCH FRONT REGIONAL COUNCIL

Its: _____

Approved as to Form

Dated this _____ day of _____, 2016.

CENTRAL WASATCH COMMISSION

Its: _____

Approved as to Form

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SECTION 1 - PERSONNEL SYSTEM PROVISIONS

A. **Purpose:**

Park City Fire Service District ("District") is a special service district created pursuant to Utah Code Ann. Title 17D and operating under the laws of the State of Utah and administers public funds. The policies and procedures relative to the personnel working for the District are set forth for a dual purpose:

1. To give employees clear, concise information as to their rights, privileges, obligations and responsibilities.
2. To provide the administration direction in dealing fairly and consistently with all employees.

B. **Functions Of The Manual:**

It is the policy of the District that this manual be used as an outline of the basic personnel policies, practices, and procedures for the District. The manual, however, is not intended to alter the employment-at-will relationship in any way.

1. This manual contains general statements of District policy and should not be read as including the fine details of each policy, nor as forming an express or implied contract or promise that the policies discussed in it will be applied in all cases. The District may add to the policies in the manual or revoke or modify them from time to time. Every effort will be made to keep the manual current, but there may be times when policy will change before this material can be revised.
2. All manuals are District property and are assigned to employees holding a District position. The Human Resource Officer is responsible for distribution of the manuals to newly hired employees. Each employee shall sign a statement that they have received, read and understand the manual. Amendments shall be distributed through the Human Resource Officer and shall be available on the intranet. Each employee shall sign a statement that they have received, read and understand the policies and any amendments to the policies.
 - a. The Fire Chief has the authority to adopt and administer Standard Operating Procedures, Procedural Orders, or Guidelines that are supplementary to, but not inconsistent with the policies set forth in this manual.
3. An Administrative Control Board has been established with the authority to review and recommend changes in the District's personnel policies. Battalion Chiefs and Captains are encouraged to recommend changes or new policies. All policies are to be adopted in final form by the Governing Body of the District. Once adopted, the Summit County Personnel Director ("Personnel Director") is responsible for disseminating new policy information to the Human Resource Officer for distribution.

4. The Fire Chief and all Supervisors should refer to the manual whenever questions of policy interpretation or implementation arise. They should, when possible, refer the employee to the policies and to, exercise caution in copying materials and avoid disseminating fragmented portions of these policies. Issues needing clarification should be referred to the Human Resource Officer.
5. As used in the manual:
 - a. The words "shall" or "will" are to be construed as mandatory and the word "may" as permissive;
 - b. Any reference to a specific gender shall be construed to include both genders.

C. Applicability of Policies and Procedures:

The policies and procedures set forth herein shall apply to all personnel, except where specifically excluded within the text of individual contracts or elsewhere in this document. If lawful and applicable federal or state governmental regulations concerning District officials are contrary to these policies, such governmental regulations shall have precedence. These policies and procedures do not apply to members of boards and commissions, persons engaged under contract to supply professional or technical services and volunteer personnel who receive no or nominal compensation from the District.

D. System Standards:

The system standards subscribed to by the District shall conform to the following:

1. Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skill levels, including open consideration of qualified applicants for initial appointment.
2. Providing equitable and adequate compensation.
3. Educating employees as needed, to assure high quality performance and justify reasonable performance standards.
4. Normally, retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected or corrected in a timely manner.
5. Assuring non-discrimination for applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, age, military status, disability (including pregnancy

and/or breast feeding), sexual orientation, gender identification, and with proper regard for their privacy and constitutional rights as citizens.

6. Providing information to employees regarding their political rights and prohibited practices under the Hatch Act or related legal guidelines.
7. Providing a formal procedure for processing the appeals and grievances of employees without discrimination, coercion, restraint, or reprisal.
8. Providing information to employees regarding their protections against discrimination and rights to reasonable accommodations as a result of pregnancy or breast feeding pursuant to Utah Code §34A-5-106.

SECTION 2 - EQUAL EMPLOYMENT OPPORTUNITY

A. Legal Compliance:

It is the policy of the District to comply with the guidance set forth in Title VII of the Civil Rights Act of 1964 according to Public Law 92-261 approved March 24, 1972; with Executive Order No. 11246, of September 24, 1967; with Title V, Section 503 of the Rehabilitation Act of September 26, 1973 (Public Law 93-112); Americans with Disabilities Act of July 26, 1990, Civil Rights Act of 1991, amendments to the above laws and any other regulation which is or may yet be promulgated relating to fair employment practices.

B. Anti-Discrimination:

The District will provide fair treatment of applicants and employees in all aspects of personnel administration without regard to race, color, religious creed, sex, national origin, age, military status, disability (including breast feeding and/or pregnancy), sexual orientation, gender identification and with proper regard for constitutional rights. No class of jobs will be closed to any individual because of the above referenced criteria.

C. Compensation:

Employees will be compensated on the basis of equal pay for equal work as determined through a formal job classification system. No individual will receive reduced compensation for equal work on the basis of race, color, religion, sex, national origin, age, military status, disability (including breast feeding and/or pregnancy), sexual orientation or gender identification.

D. Nepotism:

It shall be the policy of the District to comply with the Anti-Nepotism provisions of Utah Code §52-3-1 *et. seq.*

1. Employment of relatives prohibited.
 - a. "Relative" means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
 - b. No supervisor may employ, appoint, or vote for or recommend the appointment of a relative in or to any position of employment, when the salary, wages, pay, or compensation of the individual will be paid from public funds and the individual will be directly supervised by a relative, except as follows:
 - 1) The individual is eligible or qualified to be employed by the District as a result of their compliance with merit system laws or regulations;

- 2) The individual will be compensated from funds designated for vocational training;
 - 3) The individual is a volunteer as defined by the Utah Code Title 67, Chapter 20;
 - 4) The individual is the only person available, qualified, or eligible for the position; or
 - 5) The Board determines that the supervisor is the only person available or best qualified to perform supervisory functions for the individual.
- c. No supervisor may directly supervise an individual who is a relative when the salary, wages, pay, or compensation of the relative will be paid from public funds, except as follows:
- 1) The relative was appointed or employed before the supervisor assumed their position, if the relative's appointment did not violate the provisions of Utah Code §52-3-1 in effect at the time of their appointment;
 - 2) The individual is eligible or qualified to be employed by the District as a result of their compliance with merit system laws or regulations;
 - 3) The individual will be compensated from funds designated for vocational training;
 - 4) The individual is a volunteer as defined by Utah Code;
 - 5) The individual is the only person available, qualified, or eligible for the position; or
 - 6) The Board determines the supervisor is the only person available or best qualified to perform supervisory functions for the individual.
- d. When the Fire Chief or a Supervisor supervises a relative:
- 1) The supervisor shall make a complete written disclosure of the relationship to the Personnel Director, Fire Chief and the Human Resource Officer;
 - 2) The supervisor who exercises authority over a relative may not evaluate the relative's job performance or recommend salary

increases for the relative.

- e. No individual may accept or retain employment if they are paid from public funds, and they are under the direct supervision of a relative, except as follows:
 - 1) The individual was appointed or employed before the supervisor assumed their position;
 - 2) The individual is eligible or qualified to be employed by a the District as a result of their compliance with merit system laws or regulations;
 - 3) The individual is the only person available, qualified, or eligible for the position;
 - 4) The individual is compensated from funds designated for vocational training;
 - 5) The individual is a volunteer as defined by Utah Code; or
 - 6) The Administrative Control Board has determined that the individual's relative is the only person available or qualified to supervise the individual.
 - 7) Relative may not work under the same supervisor.
 - 8) If, during the course of employment, two employees become related, resulting in a conflict with this policy, consideration shall be given to adjusting the work assignments. The Fire Chief shall review each situation on an individual basis and determine the necessary adjustment to the work assignment of the individuals involved.

E. Affirmative Action:

The District shall take affirmative action in all aspects of personnel management to assure compliance with Equal Employment Opportunity standards (EEO). Affirmative Action plans and programs shall be undertaken when deemed necessary by the Fire Chief or Human Resource Officer or otherwise required by a regulatory agency of the State of Utah or the federal government. Implementation shall be at the direction of the Fire Chief.

Employees with a complaint should exercise the procedures set forth in Section 12-3 of these Policies.

SECTION 3 - ADMINISTRATION

A. **Administration of Policies**

The day-to-day management of personnel activities and operations within the District is the responsibility of the Fire Chief under the direction of the Board. The Fire Chief, Supervisors and Human Resource Officer shall coordinate with the Personnel Director in managing all aspects of the personnel management system and shall enforce all policies and procedures which shall include but not be limited to:

1. The administration of the classification and compensation plans.
2. The administration of a system of employee performance management.
3. Notification of vacancies, recruitment and selection processes.
4. Procedures involving the training and disciplining of employees.
5. Maintenance of all personnel records and actions.
6. Promotions, demotions, suspensions and separations.
7. Reassignments and reclassifications.
8. Make reasonable and practical interpretations in the absence of precedent regarding the meaning and intent of policies, procedures, etc.
9. Other actions as prescribed by District rules, regulations, policies & procedures.

B. **Board Duties**

In order to review policies and procedures and job descriptions the Board shall be responsible for reviewing and approving job descriptions and shall review and make recommendations to the Governing Body for Personnel and other policies.

C. **Management Prerogative**

The Fire Chief and Supervisors (as defined) retain the responsibility to exercise all managerial functions including:

1. To assign, supervise, discipline and dismiss employees;
2. To determine and change starting times, ending times, and shifts which are consistent with District policy;

3. To transfer employees within Divisions within the District and other classifications;
4. To recommend the size and qualifications of the work force to the Fire Chief and/or Board;
5. To determine and change methods by which departmental operations are to be carried out;
6. To assign duties to employees in accordance with the District's needs and requirements and to carry out all ordinary administrative and management functions.

D. Employee Supervision

It is the policy of the District that the work of all employees is to be assigned, directed and reviewed by supervisory personnel. Employees ordinarily are to have only one supervisor to whom they report.

1. A primary role of each supervisor is to provide an effective link between management and non-management employees. As such, supervisors are expected to communicate the goals and policies of management to their employees. At the same time, they are expected to communicate back to management the attitudes, suggestions and complaints of their employees.
2. Supervisors must, in addition to mastering the technical skills needed for their work unit, be able to lead and motivate their employees to do their jobs effectively and efficiently. To this end, supervisors should be prepared to:
 - a. Treat employees as individuals;
 - b. Give recognition for good performance, as well as guidance for correcting mistakes;
 - c. Explain in advance when and why changes are necessary;
 - d. Recommend employees with growth potential for promotion;
 - e. Show integrity by admitting mistakes instead of shifting the blame to others;
 - f. Be impartial and let employees know the reasons for any decisions that might be interpreted as unfair;

- g. Demonstrate a desire for good performance by setting work goals and standards for employees;
 - h. Perform and complete employee performance evaluations in accordance with District guidelines. Evaluations shall be in conducted during the employee's anniversary month;
 - i. Create a feeling of teamwork and belonging among employees; and
 - j. Set good examples by holding themselves to the standards of conduct and performance that they demand of their employees.
3. Supervisors are responsible to ensure that the goals regarding employee conduct and performance established by management are achieved and that the personnel policies established by this manual are implemented. Therefore, they are expected to be involved in:
- a. Recommending the hiring of personnel and overseeing special job training;
 - b. Keeping employees informed on factors relating to their work assignments, work progress and opportunities for advancement;
 - c. Evaluating the performance of new employees on a monthly basis, regular employees annually, and employees who are being terminated;
 - d. Recommending salary adjustments, promotions, transfers, and termination of employees under existing District policies;
 - e. Controlling absenteeism and tardiness and approving requests for time off;
 - f. Verifying employee time records and approving compensable hours;
 - g. Recommending job elimination when appropriate;
 - h. Complying with applicable federal and state laws and regulations concerning employee safety;

- i. Maintaining neat and orderly work areas;
 - j. Implementing all policies and procedures; and
 - k. Ensuring that all rules and regulations are observed by employees.
4. Nothing in this policy should be considered as a contract or promise, express or implied, to employees that supervisors will in each case perform any or all of the activities described above, or that such activities will be performed uniformly in each case.

E. Official Personnel Records

- 1. It is the policy of the District to maintain personnel records for applicants, employees, and past employees in order to document employment related decisions, evaluate and assess policies, and comply with government record keeping and reporting requirements.
- 2. The District strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary to conducting District business or which is required by federal or state law or County ordinance.
- 3. The Human Resource Officer is responsible for overseeing the record keeping for all personnel information and will specify what information should be collected and how it should be stored and secured. According to law, all medical files shall be maintained separate from other personnel records.
- 4. Employees have a responsibility to make sure their personnel records are up to date and should notify their Supervisor, Fire Chief and the Human Resource Officer of any changes in at least the following:
 - a. Name;
 - b. Address;
 - c. Telephone number;
 - d. Marital status (for benefits and tax withholding purposes

- only);
 - e. Number of dependents;
 - f. Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only);
 - g. Beneficiary designations for any of the District's insurance, disability and retirement plans;
 - h. Persons to be notified in case of emergency;
5. Personnel records shall contain, as appropriate:
- a. Record of application for employment and employment eligibility certification (I-9).
 - b. Reference to transcripts of academic preparation.
 - c. Performance evaluation ratings.
 - d. References to any formal reprimand, corrective action, or commendation.
 - e. Records of actions affecting employee salary, status, or standing.
 - f. Leave Records.
 - g. Any other information felt to be pertinent by Supervisors, Fire Chief, Human Resource Officer or employee.
6. The District will, upon written request, supply the employee with a copy of any document it places in the employee's file.
7. An employee has the right to review, upon written request, the contents of their personnel record as governed by law and may challenge any information contained in the official personnel record, but may not remove any of its contents. All challenges must be directed to the Human Resource Officer and Fire Chief.
8. If a disciplinary action is rescinded or disapproved upon appeal, all forms, documents and records pertaining to the case shall be removed from the personnel record and destroyed.
9. Personnel records are private data and available for review only to

the employee and persons authorized by law or as determined by the Fire Chief to have a legitimate "need to know." A log or record of those reviewing personnel records and information shall be maintained together with the reasons for access to the records. All requests for reviews of personnel records shall be in writing and review shall be done in the presence of the Human Resource Officer or their designee.

10. Requests for Information:

Information and records management shall be conducted in a manner consistent with the Utah Government Records Access & Management Act (GRAMA), as amended within the Utah Code. Any person requesting information or documents under GRAMA must submit a written request on an approved form, detailing the specific information or document requested and the number of copies. Any request asking for information regarding verification of employment, including name, gender, gross compensation, job titles, job descriptions, business addresses, business telephone numbers, numbers of hours worked per pay period, dates of employment, relevant education, previous employment, and similar job qualifications of present employees, shall be directed to the Human Resource Officer and shall be deemed public information as provided by Utah law, unless otherwise classified.

Any request for information regarding a reference check on a former or current employee shall be forwarded to the Human Resource Officer, who shall issue a response similar to employment verification. Under no circumstances shall character judgments be issued during these requests.

Any GRAMA request seeking information which can be classified as private, controlled or protected under the provisions of Utah Code §63-2-302 through §63-2-304, shall be first referred to the District GRAMA Officer for review. The District reserves the right to assess a fee to cover the costs of reviewing, collecting and copying information requested under GRAMA.

11. Records Retention: All active employee files shall be kept up to date and the content of the file must be relevant to some aspect of current employment and work history. All records related to inactive or terminated employees shall be retained as required by law. For complete and accurate records of all medical examinations required by the law and records of any personal or environmental monitoring of exposure to hazardous materials - such records are required by OSHA to be retained for 30 years.

F. "At-will" Confirmation

Nothing in this manual should be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that the District has implemented or will implement in the future. Accordingly, the District retains the right to establish, change, and abolish its policies, practices, rules and regulations at will, and as it sees fit.

G. Savings Clause

If any provision of these policies and procedures or the application thereof is found to be in conflict with any state or federal law, the conflicting part is hereby declared inoperative to the extent of the conflict, but such conflict shall not affect the operation of the remainder of these policies and procedures or any of its application.

SECTION 4 - POSITION MANAGEMENT

A. **Position Allocation:**

It is District policy, as much as possible, to initiate proposed changes in the number of personnel or reclassification of personnel during the process of budget approvals for the ensuing year. This allows for the most thorough consideration of personnel expenditures and available revenues. The establishment of a position by the District cannot take place without the appropriate budget approval of the Governing Body. No person shall be hired or appointed and no regular employee promoted to any position (exceptions may occur for the occasional emergency/temporary, contractual or part-time professional work needs), until it has been properly allocated as follows:

1. The development or revision of a current job description.
2. The proper classification of the position and assignment to an established pay range.
3. The presentation of justification as to the need for the position or for the promotion and advancement of an employee.
4. Verification that funds are available to support the position, promotion or change in classification.

B. **Job Description:**

The initial content of all job descriptions shall be provided by subject matter experts such as the Fire Chief, Supervisors and incumbent workers through the use of questionnaires, written documents and related materials. If needed, verification shall be obtained through on-site job audits conducted or coordinated by the Human Resource Officer. Based upon obtained information, the Human Resource Officer shall prepare the description in approved format for finalizing. All job descriptions shall be reviewed and approved by the Board. All employees will be assigned to a position with an established job description and must be able to meet the requirements for performing the "essential functions" of the position to which assigned. Standard formats shall be established by the Human Resource Officer to include essential and marginal duties and responsibilities and minimum qualifications (training, education and experience). The description shall be used by the District as the basis for:

1. The classification of the position and determination of its rate of pay.
2. Preparation of examinations and for determination as to whether an applicant or employee meets minimum requirements for a particular class of positions.
3. For preparation of a position announcement soliciting applications from

interested individuals for position vacancies.

4. The orienting of a new employee to the duties and responsibilities of a position to which hired or promoted by their Supervisor
5. The development of performance management objectives and evaluations.

C. Classification:

All District positions are evaluated on a set of common factors (i.e., difficulty of work, complexity, judgment, responsibility, controls over the work, minimum qualifications, education & training, physical environment, etc.) and assigned a grade encompassing a specific salary range on the salary plan. All employees hired on a full-time or part-time basis will receive compensation according to the classification of the position for which they are hired. Recommendations for advancement shall be in writing, and must be approved by the Human Resource Officer and reviewed by the Fire Chief with notice to the Personnel Director.

D. Reclassification:

Reclassification occurs when 1) an employee is moved from one classification to another based upon their ability or inability to perform in the current or prospective class; and 2) when the duties and responsibilities of a position change significantly warranting the creation of a new job description and classification. To reclassify an employee, the Supervisor shall submit a request for reclassification to the Fire Chief and Human Resource Officer with the basis for the request and when needed, a new draft job description. The Human Resource Officer shall give notice of the request to the Personnel Director. The Human Resource Officer will perform an analysis of the job to determine reclassification eligibility. Reclassification of a position to a class with a lower pay range shall not generally change an employee's rank or salary. Normally, the employee's pay shall be adjusted within the new pay range which is at least equal to the current salary. The Fire Chief shall utilize the Board to review and finalize a new job description.

E. Reorganization:

Reclassification may be required from time to time as a result of reorganization. Circumstances may arise from the reorganization or reclassification process which require the abolition of a position, which shall be treated as a reduction-in-force (*see* Section 7, paragraph C). Reorganization shall also be sufficient cause for reclassification by way of reassignment (*see* Section 7, paragraph I and J). In an effort to minimize the effects of a reduction-in-force brought about by reassignment, reclassification or reorganization, the following options shall be considered:

1. The employee may be assigned to a lesser position.

OR

2. The employee may be reassigned to another position within the District, depending upon qualifications and available position.
3. If the employee's pay is greater than the maximum for the position to which assigned or transferred the employee shall be placed on a salary freeze for a period not to exceed two (2) years. If during the two year period, the employee's rate of pay falls back within the assigned pay range (step and grade), the freeze shall be lifted and the employee shall be placed at that step and grade (within the range). If at the end of two years, the employee's current pay rate still falls above the maximum of the new pay range (step and grade), that employee's pay rate shall be **reduced** to the maximum of the new assigned position.

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

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.

C. Testing:

Applicants may be subjected to competitive testing which may include, but is not limited to: determination of bondability, rating of education and experience, written, oral, or physical agility tests, psychological testing, essential function demonstrations, and/or background investigations, proof of academic attainment, etc. Applicants for positions which require the worker to operate District vehicles or equipment on public roadways must provide a copy of a State Department of Motor Vehicle driving record. The driving record will be used to assist in the ranking of applicants who meet the minimum qualifications.

D. 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).

E. Employment Eligibility Verification:

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.

1. 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.
2. Employees must also attest in writing that they are authorized to work in the United States. Forms and all written verifications shall be kept along with other personnel records and 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.

F. Hiring Procedures:

1. When a position opens or a need arises to create a new position or fill a vacancy, the Fire Chief or designee shall notify, in writing, the Personnel Director and Board of recruitment needs. Notification shall include:
 - a. the position title
 - b. a 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. Authorization to hire individuals must be in accordance with Section 4, paragraph A of the District Personnel Policy and Procedures Manual.
3. Advertisements will be placed only by the Fire Chief or their designee. Upon being given approval to recruit and receiving signed documentation from the Fire Chief authorizing the creation of a position, the 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 the Fire Chief within seven calendar days of the posting date. All in house recruitment shall be posted in the District offices and designated locations. 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 must still be given .
4. Following the in house posting, if the position is not filled by promotion or transfer, 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. If necessary, outside recruitment may be extended as needed to attract sufficient qualified applicants.
5. Upon closing the community and labor market recruitment the Human Resource Officer shall review all applications to determine those that meet the minimum qualifications. Those applicants who meet minimums shall then be ranked by the Human Resource Officer, Fire Chief and/or hiring Supervisor, using a formal system for rating applicant training, education and experience, etc. The rated list then constitutes the certified list of eligible applicants and a hiring register for the recruited position and functionally similar positions within the District. The certified eligible list for the advertised position shall remain active for six (6) months.
6. Upon ranking the applicants, the finalists for the position will be determined and the scores will be submitted to the Fire Chief. The finalists for the position shall be selected from the scores submitted to the Fire Chief.
 - a. The Fire Chief or their designee(s) will conduct the interviews. Upon the selection of the individual to be hired the Fire Chief shall submit the name of their choice and proposed salary in writing to the Human Resource Officer for the development of a formal employment offer and processing. No offer is final until approved by either the Fire Chief or the Board
7. Before 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 background check information and required medical information.
- c. All notes, scores, or other documentation created and or received during the interview process.
- d. The results (pass/fail only) of any physical/medical/psychological examinations.
- e. The results of any job related skills or agility tests.
- f. Time and location for the finalist's pre-employment drug screening test.

G. 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. Such notification shall occur at least one week prior to the date of the commencement of the examination process. Those applicants approved for the examination shall receive notification of the date, time, place, and conditions of the testing.
3. The Fire Chief and/or his 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. Failure to successfully pass a physical exam, including drug screening, or a background review, including motor vehicle records and criminal conviction history.

- e. Prior employment with PCFSD that resulted in a status of ineligibility for rehire.

H. Examination Process

- 1, the competitive testing process shall be established by the Fire Chief or his designated representative, and may include any of the following components: review of job performance, written examination, practical skills evaluation, and/or oral interview(s).
2. 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.
- 3, Examinations for any positions being held on an open competitive basis may include any of the following components: application screening, written examination, physical abilities test, oral interview(s), practical skills evaluation, or assessment center.
4. Internal examination processes may include any of the following components: review of minimum qualifications, written examination, practical skills evaluation, oral interview(s), assessment center, review of job performance and attendance.

I. Examination Scoring

1. The minimum passing score for all examinations shall be determined by the Fire Chief.
2. 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 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.
3. 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 or their spouses or unmarried widows or widowers.

J. Establishment of Eligibility Lists

Those applicants who successfully pass the examination process shall be placed on an eligibility list. The certified eligible list for the advertised administrative

position shall remain active for six (6) months and for suppression positions one (1) year.

K. Additional Selection Processes

1. When a vacant position is to be filled, the top three qualified applicants that successfully complete the testing and examination process will be interviewed by the Fire Chief. If more than one vacancy is to be filled, the Chief may interview three additional applicants for each vacancy. The Fire Chief will make the determination of hiring as a result of this personal interview.
2. Prior to extending an offer of employment, the Fire Chief or his designated representative shall conduct background investigations and reference checks on potential candidates. This shall be done to verify past employment history and to secure personal and professional references. This step shall only be taken if the applicant submitted a signed application form and a release form allowing the District to conduct a background investigation.
3. 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.
4. New hire job offers shall be contingent upon successful completion of a medical/physical examination and a drug screening. If the individual does not successfully pass these examinations, the offer shall be withdrawn.
5. All employees shall be required to take a loyalty oath administered by the District affirming that one will support and defend the constitution of the United States and the State of Utah.

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 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 read and understand the District's Personnel Policies and Procedures.

M. Orientation Period:

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

employee can determine compatibility and competence.

1. 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. An employee who is either serving a new hire or promoted/transferred orientation period is not eligible for promotion, transfer or reassignment.

a. New Hire Orientation: During the orientation period, the supervisor shall conduct a written performance review at least monthly 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 F, Conditional Employees)

- i) The orientation period for all District employees shall be six (6) months in duration for administrative personnel, with the period 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. For fire suppression personnel, the orientation shall be for one (1) year. 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.
- ii) During the new hire orientation period, all benefits accrue. In the case of vacation benefits, they accrue but cannot be used until the completion of the orientation period,
- iii) At the close of the orientation period the department head shall submit the new employee's written evaluations and may recommend up to a 2.75% increase for the new employee.

b. Career Ladder Adjustment: Employees participating in a Career Ladder Adjustment will not participate in an orientation period.

c. Promoted or Transferred Employee Orientation: Promoted or transferred employees who fail to demonstrate competence and/or compatibility with the new assignment within the six-month orientation period may be reassigned to the same or equivalent position with the equivalent pay and tangible benefits previously held if one is available. Reassigned 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 transferred employee orientation period.

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 Body.
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 2952 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.

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:
 - i. Mandatory benefits as prescribed by law, i.e. social security (if applicable), workers compensation, health care retirement (if applicable) and unemployment.
 - b. 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 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 212 hours in a 28 day average 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, vacation, sick leave, trade time¹, compensatory time 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. Task Performance Testing:

¹ See 29 U.S.C. §207(p)(3)

To ensure that prospective and current Suppression Employees meet and maintain the minimum physical health and fitness standards for the position they perform, a Task Performance Test (“TPT”) shall apply to all current or prospective suppression operations employees, hereafter collectively referred to as employees or firefighters. It is the policy of the District to require participation in the TPT prior to employment and annually thereafter. Firefighters who have been absent for 20 or greater consecutive shifts will be required to take the TPT prior to returning to duty. The expectation is that all applicable firefighters will successfully pass this test. It is the firefighter’s responsibility to achieve and maintain the job skills and physical conditioning necessary to meet the minimum requirement represented by the TPT under direction of the Fire Chief, the designated medical provider and the Training Officer. On-site administration of the TPT shall be the responsibility of the Lead Certified Fitness Coordinator (LCFC). The Training Officer will assure that there are Certified Fitness Coordinators (CFCs) available to work one-on-one with each incumbent firefighter who cannot meet the minimum standard.

1. Task Performance Test:

- a. The TPT is to be performed as a continuously timed event, with the six (6) tasks listed in paragraph 3 below performed consecutively, while walking expeditiously between tasks. The tasks will be performed in full turnout gear, including SCBA, wearing the face piece and on air (for incumbents), and completed in four minutes and four seconds (4:04) or less.
- b. Each task will be performed individually and without assistance. There are no accommodations to this test for age or gender.
- c. A video of each test performed will be taken and stored with other TPT records.

2. Test Administration:

- a. The TPT will be administered consistent with the Test Administration Guide approved and adopted by the Training Officer and designated medical provider. Prior to the administration of the TPT, the Lead Certified Fitness Coordinator shall administer the policy and ensure each firefighter is given information about the TPT and is able to have his or her questions answered.
- b. The Test Administration Guide will include, but not be limited to, the following:
 - i. Prior to the administration of the TPT, Firefighters will be given a five-minute warm up period with access to the training ground and Station #33 fitness equipment.

- ii. To assure the safety of the firefighter, each firefighter participating in the TPT will be closely monitored.
- iii. Administration of the TPT will be conducted under weather conditions such that the safety of the firefighters will not be compromised.
- iv. Upon completion of the TPT, each individual will be evaluated to assess any medical problems arising from the Test.
- v. Each participant will have the opportunity to report to the Training Officer in writing, within ten (10) calendar days after the administration of the TPT, any irregularities in the administration of the TPT.

3. Tasks Description:

- a. Ladder Dismount and Carry - Subject walks forward from the start line 6 feet to the supports for the external stairwell where the ladder is hanging on two brackets. Upon reaching the ladder, subject grasps the 24' single fly aluminum ladder (72.5 lbs.) with both hands and removes it from the brackets (the midpoint of the ladder's bottom edge will be at 62" in height). Subject moves left maintaining control of the ladder such that no part of the ladder touches the ground; subject walks 21' 6" and places the ladder on edge on the ground mark that is 24" from the wall and at the mid-point of the doorway. Once the ladder is on its edge on the ground, the subject will push the top edge toward the building so that the falls toward the building and lands flat. Once the subject pushes the ladder, subject will turn left and walk to the hydrant valve & boot bag carry task.

(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).)

- b. LDH and Hydrant Bag Carry - Subject walks 78 feet from the ladder to the LDH tray. Subject grasps the LDH coupling and picks up the end of 100 feet of 5" inch hose with one hand and, at the same time with the other hand, using a good biomechanical lifting technique, picks up a 40-pound kettle bell, which simulates a tool bag. Carrying both items, subject then walks a distance of 100 feet and lays both items on the ground just across the task finish line. Subject then walks to charged line advance task. Running is not allowed during this task, but fast walking is.

(Note – The LDH should be s-laid on its side exactly the same way on the platform for every subject).

- c. Charged Line Advance - Subject walks about 27 feet from the end of the LDH task to the nozzle end of an S-laid, charged 1¾-inch attack line. Subject grabs the nozzle, lifts the hose and drags it (walking or jogging) 90 feet using an over-the-shoulder grip. Once the hose nozzle crosses the task finish line, the subject drops the hose and moves to Task 4, the Stair Climb.
- d. Stair Climb - Subject walks from the end of the charged line advance about 67 feet to the bottom of the external stairway on the training building, picks up a 50-lb. hose pack at the bottom and proceeds up the stairs. Subject will climb to the top landing, turn around and descend back to the middle landing, turn around again and climb to the top landing a second time placing both feet on the landing. Subject then descends the stairs to the bottom, drops the hose pack and moves to the crawl task.

(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.)

- e. Crawl Task - From the bottom of the stairway, subject walk forward about 5 feet to the crawl task start line. Subject drops to all fours and crawls forward through the out-and-back course. From the start line, subject crawls 9 feet to a barrier, proceeds *under* the barrier, continues crawling 17 feet forward to a traffic cone, executes a 180° turn and crawls back the way he/she came this time climbing *over* the barrier. After surmounting the barrier, subject crawls 9-feet to the task finish line. Total crawl distance is 52 feet. When the subject's hands cross the finish line, subject stands and walks to the Victim Rescue task.
- f. Victim Rescue - From the crawl task subject walks about 36 feet approaching the 184-pound rescue mannequin (175-pound mannequin with approximately nine pounds of turnout gear for a total of approximately 184 pounds) from the head end. The subject must drag the mannequin by walking backward while gripping the drag handles (the drag handles are a triceps extension rope). The subject must grasp the handles with both hands (one in each hand). Subject lifts the mannequin's upper torso off of the ground and then drags the mannequin backward. The upper body of the mannequin does not have to be lifted fully off the ground during the pull, as this depends on the subject's height and arm length. Subject drags the mannequin

backward 50 feet to a barrel, drags the mannequin about the barrel (executing a 180° turn) and then drags the mannequin 50 feet back to the start/finish line continuing the drag until the mannequin's feet cross the end line. Once the mannequin's feet are across the line, the subject drops the handles and the test ends.

(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.)

4. Firefighter Screening:

- a. Pre-testing screening - shortly before a firefighter participates in the TPT, he or she shall complete a physical readiness questionnaire. That questionnaire shall be reviewed by a CFC. If a firefighter answers "yes" to "Do you know of any reason why you should not participate in the task performance testing?" as found in the TPT pre-test questionnaire then the firefighter is determined to be Medically Exempt (refer to paragraph 7 below). All firefighters who are approved to participate in the TPT shall have their baseline vitals taken prior to test administration. Baseline vitals should not exceed; blood pressure 160/100 and pulse rate 120. If a firefighter's vitals exceed these requirements the CFC will follow the procedure found in the TPT Administration Procedural Order.
- b. Firefighters who have been absent for 20 or greater consecutive shifts due to their own injury or illness, after receiving a medical, return to duty release from their own physician, must be evaluated by the District-appointed physician for medical readiness prior to attempting the TPT.

5. Compliance Requirement:

- a. Each firefighter will test at least annually during the regularly scheduled, District-wide testing period. This testing period will take place in September of each year. Suppression Employees who fail the annual test may retake the test when offered and available throughout the year. These employees should work closely with the Training Officer to schedule the re-tests. **Firefighters who do not successfully complete the TPT on or before January 1, 2017, will be deemed to be unable to perform the essential functions of their job. Employees who cannot perform the essential functions of their job shall either be reassigned to another job for which they are qualified or terminated.**

- b. Under direction of the CFC working with the firefighter, Suppression Employees may use the training grounds to go through the TPT as many times as necessary (weather permitting) during the deployment of the action plan.
- c. Regardless of when the firefighter successfully completes the TPT, he/she must participate in the annual, District-wide TPT.
- d. Firefighters missing their assigned TPT testing date/time will have make-up opportunities during the designated testing period. If the firefighter does not attempt the TPT during the testing period, they will be considered to have failed the TPT and will be subject to the conditions set forth in paragraph 6 below.

Prospective firefighters that do not successfully complete the TPT will not be considered for employment.

6. Intervention Support:

- a. If an incumbent firefighter does not successfully complete the TPT, the firefighter may request assistance to work with a CFC or may seek assistance from the designated medical provider. If requested, the CFC or the designated medical provider shall work individually with each firefighter to prepare a written improvement plan to improve the skill set and physical conditioning of the firefighter. Firefighters who fail to successfully complete the TPT are solely responsible to improve their skills or physical conditioning. Firefighters who need additional time outside of scheduled duty hours for physical conditioning or skill training shall not be paid for such activities.
- b. Beginning January 1, 2017, all Suppression Employees shall be required to pass the TPT as a condition of continued employment. Because the TPT is designed to evidence a Suppression Employee's ability to satisfactorily perform the essential functions of their job, successful completion of the TPT shall be required. If the Suppression Employee cannot successfully complete the TPT on, the employee will be subject to reassignment or termination.

7. Medically Exempt Firefighters:

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

8. 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 TPT.

9. 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 TPT process shall maintain the confidentiality of actual test times, any medical, private or protected information.

SECTION 7 - PERSONNEL ACTIONS

A. **Promotion:**

A promotion is defined as a change in job title and grade recognizing increased capacity and responsibility of an employee from a position in one job class to a position in another job class having a higher entrance salary. Whenever a position comes open, whether a newly created position or a vacated position, the Fire Chief will first look within the District to determine if the promotion of a qualified, interested employee is possible and if it is a merit position, should fill the position with a qualified employee if available. A notice of the job opportunities shall be circulated among District employees describing the position. Personnel promoted into a higher pay grade shall receive a pay increase commensurate with their abilities and other employees holding the same or similar position. The Fire Chief shall take into consideration; longevity, performance evaluations and budget. The Fire Chief will work in conjunction with the Human Resource Officer in establishing promotion criteria for various job classifications. Employees who are full-time shall be entitled to continued benefits notwithstanding the orientation period and conditional status associated with such promotion.

B. **Career Ladder Adjustment:**

A career ladder adjustment is defined as moving an employee from one position in a job class to a similar position with a higher entrance salary in the same job class. This change recognizes an employee's increased capacity and responsibility to perform their work to a higher standard. If budgeted, personnel receiving a career ladder adjustment will be moved to the bottom of the new range or receive a 6% increase, whichever is greater. The Fire Chief will work in conjunction with the Human Resource Officer in establishing criteria for moving employees into various job classifications. There is no orientation period required for an employee receiving a career ladder adjustment.

C. **Layoff (Reduction-in-Force):**

Should it become necessary to undergo a reduction of the work force, brought about by a reduction of operating revenues, technological innovation, the discontinuance or reduction of services, or other grounds consistent with economic and efficient administration of the District; the Fire Chief shall lay off the necessary number of employees considering such factors as, but not limited to, longevity, performance, and organizational needs. The decision matrix shall be filed with the Personnel Director. Individuals being separated by a reduction in force do not have a right to prior notice. In determining which employees should be laid off the Fire Chief shall utilize the following sequence to achieve the required reduction:

1. Temporary/Seasonal employees (shall be separated or reduced in work hours).

2. Part-time employees (shall be separated or reduced in work hours).
3. Full-time employees (may be separated or reduced in work hours).

D. Abolishment of Job:

If a circumstance should arise requiring the abolition of a certain position, employment status may be maintained by one of the following:

1. The employee may be returned to a previous position, if a position is open or allocated by the Board at a salary appropriate for the position, which may entail a reduction in pay.
2. The employee may be promoted based upon performance, qualifications and position availability.
3. The affected employee may be transferred to another division to fill an open position, for which they are qualified, commanding equal or lesser compensation.
4. If none of the alternatives are available, the employee shall be separated.

E. Separation:

Full time employees may be subject to separation for cause, reasons of reduction-in-force, reduction of work, abolishment of a position, or lack of funds. An employee placed on disability leave which exceeds 270 days shall be separated from the District. Otherwise, all employees will be retained on the basis of their performance and separated if inadequate performance cannot be corrected. Merit employees have the right to appeal as outlined in the grievance procedures of Section 14 if they perceive the separation to be unjustified. Part-time, temporary, seasonal, contract, and merit exempt personnel may be terminated "at will" or according to terms of individual employment agreements.

F. Resignation:

Excessive turnover is costly and therefore, should be avoided. Competent employees who resign voluntarily should be interviewed by the Fire Chief to determine the potential for reconsideration. If the reason for the resignation is a misunderstanding or mistake by the District, an effort shall be made to correct the situation. Employees who resign and desire to leave the District in good standing should give a minimum of two (2) weeks' notice if they are to be considered for re-employment at a future date. Resignations must be in writing and submitted to the Fire Chief.

G. Defacto Resignation:

An employee who is absent from work for two consecutive work days and capable of giving proper notifications but does not inform the supervisor, shall

be deemed to have resigned and shall be informed of the same in writing by the Fire Chief

H. Reinstatement/Rehire:

Former employees, who left voluntarily, and in good standing, may be reinstated to a vacant position only when their qualifications and ability indicate a potential for performance which would clearly exceed expected performance of current, and promotable employees. Previous District experience may be taken into consideration in determining placement of the employee on the District's salary schedule and accrual of benefits if the rehire or reinstatement occurs within one (1) year from the date of separation. The restatement/rehired employee shall be required to observe the waiting period before being placed on the District's offered insurances. If a reinstated/rehired employee returns to District employment within three (3) months of their separation date there shall be no change in their vacation accrual rate. If the employee returns to work after three (3) months they shall lose at a minimum one year of accrual for vacation.

I. Transfer:

A transfer is defined as a move from one division to another, and should not be confused with the managerial function of moving personnel from one office, shift or station to another within the same division by promotion, demotion, or reassignment.

Transfer is also a method of filling a vacant position through transfer of an interested, qualified employee already working for the District. When a position becomes vacant in any division, other District employees are free to make application for the position without hindrance from any Supervisors for a seven (7) calendar day period prior to open recruitment. (*see* Section 5) However, employees are encouraged to visit with their Supervisor before making such application. Transfers must be approved by the Fire Chief. A transferring employee must qualify for the job to which they are transferring. A transferred employee shall retain all accumulated sick and annual leave. A transferring employee may suffer a loss of base pay due to budget constraints and if, in the opinion of the Fire Chief, the transferring employee lacks job knowledge and/or competency equal to employees in the same job classification, whose pay would be less than that of the transferred employee. A notice of the job opportunity shall be posted in the District offices and other designated locations describing the position. This notice shall include:

1. Job title, a brief description of the duties and FLSA status;
2. Minimum qualifications, experience and/or education requirements;
3. Wage scale;
4. Application procedure and examination process, dates and times.

5. Closing date.

J. Reassignment:

The effective operation of the District requires periodic changes in work assignments to match functional needs with capabilities of District personnel. An employee may be reassigned from one position to a different position within the District. Employees who are reassigned to a position with a higher pay scale shall be moved to the bottom of the new range or receive a 6% increase, whichever is greater.

If the District reassigns an employee to a position with a lower salary range, and the employee's current salary is higher than the maximum, the employee shall have their pay frozen at their current rate (*see* Section 4). If the reassignment is requested by the employee, that employee, shall suffer a loss of pay consistent with the reduction of responsibility. Employees may request reassignments, but must do so in writing through their Supervisor and the Fire Chief. Reassignments are NOT grievable under Section 14 of these Policies.

K. Performance Documentation:

The Fire Chief and Supervisors shall, in a timely manner, document noteworthy, or significant incident behaviors of employees. Such records may be used to support decisions which affect employee status related to job advancement, rewards, discipline and discharge.

1. Timing & Purpose Of Evaluations: Annual employee evaluations for all full time and part-time employees shall be conducted by the Supervisors or Fire Chief in the month of the employee's hire date, and shall be used as the basis for the following:
 - a. To assure that employees are fully aware of performance standards which apply to their jobs;
 - b. To allow employees to express ambitions, desires and set goals;
 - c. To determine training needs;
 - d. To transfer and reassign employees for better use of skills and abilities;
 - e. To make appraisals for promotions;
 - f. To discharge incompetent employees; and
 - g. To identify employees to be separated for reduction-in-force.

- L.** Upon separation from employment, the employee shall be required to return to the Supervisor any property belonging to the District. If any District property in the employee's possession has been lost or damaged, the cost of replacing such property may be deducted from the employee's final paycheck. In such event, the amount shall not reduce the employee's earnings for the final pay period below the current minimum wage. Employees shall be responsible for making arrangements with the Human Resource Officer and/or the Fire Chief for repayment of any amounts that remain due.

- M.** On the employee's last day of work, the supervisor shall collect all of the equipment/property/uniforms that have been issued to the employee. In order to accomplish this, the supervisor should review the Equipment Inventory listing to verify what the employee has been issued. Any items not returned shall be documented and submitted to the Human Resource Officer.

SECTION 8 - COMPENSATION

A. Equability

Compensation for District employees shall be equitable and competitive with the market place. The assignment of employees to positions and pay rates shall be consistent with the formal classification plan.

B. General Wage/Salary Adjustments:

It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries. The Fire Chief shall consider annually, during the budgeting process, the amount of cost of living money available. All cost of living increases and salary adjustments are subject to the sole discretion (and the availability of budgeted funds) of the Fire Chief. This shall be communicated to Supervisors as a percentage of the salary budget for the ensuing year. Where general, across the board raises are awarded, the raise will be effective on a date determined and approved by the Fire Chief.

1. Cost Of Living vs. Market: Adjustments to the salary schedule shall be determined through analysis of market trends in comparison to cost of living. This shall be done once per year and the District will utilize market survey results and cost of living index data. All employees, regardless of employment status (for exception, see paragraph "K" following- Salary Adjustments & Red Line Rates), shall receive the benefits of such general adjustments to the pay plan.
2. In determining the total compensation value of the position, benefits must be considered. Base salary plus cost of benefits equals' total compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

C. Initial Appointment

All initial appointments to classes assigned to the wage scale in the compensation plan should be at the first step unless:

1. An employee cannot be recruited for the position at the beginning rate, or,
2. The qualifications of the individual selected for the position exceed the minimum requirements and the individual can be expected to perform at a level equal to that of other individuals being paid at the same step.

D. Hourly Rates

Temporary, part-time and seasonal employees shall be paid at an hourly rate no higher than that which is established for the position through job classification.

E. New Hire Increases

New employees at the completion of their orientation period, shall be assigned a merit review date which coincides with the established performance review policies of the District. New employees who successfully complete their orientation period and receive the orientation period increase shall not be eligible for any other merit increase until they have reached their one (1) year anniversary date of employment. All other merit increases shall be conducted and evaluated as provided in this chapter.

F. Overtime

1. Administrative Employees covered under the overtime pay provisions of the Fair Labor Standards Act, will be credited with overtime for all hours worked over forty (40) in a 7 day work period. Two 7 day work periods shall comprise a pay period (bi-weekly).
2. Suppression Employees covered under the overtime pay provisions of the Fair Labor Standards Act¹, will be credited with overtime for all compensable hours worked over two hundred twelve (212) in a 28-day work period. The overtime cycle will begin at 07:00 on the first day and end at 07:15 (the end of the shift) on the 28th day. Compensable hours will be defined as mandatory hours and hours worked.
3. Time taken as vacation leave, sick leave, funeral leave, trade time, compensation time, holiday leave, etc., shall not be counted as hours worked for the purpose of calculating overtime.
4. It is the District's policy to discourage the accumulation of overtime. Supervisory personnel should organize their department workload to avoid the need for overtime. Overtime will be permitted where circumstances allow no other alternative and should be kept to a minimum. Overtime work must have the prior approval of the Fire Chief or Supervisor, who shall keep complete records concerning overtime and any compensation thereof. Any time worked over two hundred twelve (212) in a 28-day work period by a Suppression Employee, or 40 hours per week for Administrative Employees, which the Supervisor has approved of, is aware, or "suffered" to be worked, shall qualify as overtime. The following rules apply to the accumulation and compensation of overtime.
5. Positions defined as FLSA exempt as outlined in Section 6, paragraph G, are not eligible for overtime.
6. For all non-exempt, FLSA covered Administrative Employees, overtime shall be paid and/or all comp-time accrued at the rate of time and one half (1 ½) the regular rate of pay for all hours worked in excess of the forty (40)

¹ 29 U.S.C. §207(k)

hour work week. **It shall be the regular practice of the District to pay overtime in the pay period in which it is earned.** However, if authorized by the Fire Chief, an Administrative Employee may be allowed to accumulate up to a maximum of twenty four (24) hours compensatory time.

7. For all non-exempt, FLSA covered Suppression Employees, overtime shall be paid and/or all comp-time accrued at their regular rate plus half (½) time. **It shall be the regular practice of the District to pay overtime in the first pay period after the close of the 28 consecutive day work period.**
8. Overtime and comp time must be requested, during the District's budget session. The District shall then be allowed to utilize overtime and comp time up to the amount approved by the Governing Body in the budgeting process. Records of overtime hours worked shall be maintained by the District for all employees and shall be retained as required by law.
9. When call-out occurs the District shall pay the employee a minimum of one (1) hour when called out to work other than their regular work schedule. (*see* Section 11.F)
10. All time spent in training, in conferences, at workshops, meetings, etc., when such attendance is required by the District shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.
11. An employee who has accrued comp time shall, upon termination of employment, be paid for all unused comp time.
12. "Compensatory time" and "Compensatory time off" are defined as hours when an employee is not working and which are paid at the employee's regular rate of pay. These hours are not counted as hours worked in the week in which they are paid.
13. Vacation, sick leave, comp time, holiday leave, trade time and funeral leave shall not be used to obtain overtime. Overtime shall only be paid for actual compensable hours worked.

G. Compensable Hours

1. For Suppression Employees, the District has established the following as compensable hours:
 - a. Shift hours – 16 hours 15 minutes minimum.
 - b. Response time.
 - c. Required training.
 - d. Required staff meetings.
 - e. Required support services.

2. The designated 8-hour sleep time shall be between 22:30 and 06:30. If the 8-hour sleep period is interrupted by a call to duty to such an extent that the employee would be unable to get at least 5 hours of uninterrupted sleep, the entire time will be counted as compensable time.
3. In addition to the provisions set forth in paragraph F.14 above, for Suppression Employees, the District has established the following as non-compensable (non-mandatory) hours:
 - a. Up to 8 hours of uninterrupted sleep time.
 - b. Standby events
 - c. Outside training offered but not required.
 - d. Voluntarily traded time.
 - e. Non-required support.

H. Separation Pay

When employees separate their employment, they shall be required to return all District property and to clear all financial obligations prior to receiving their final pay check. Any obligations not cleared shall be deducted from their final pay check. The employee shall receive a final check for all vacation and comp time earned, and in lieu of payment or use, sick time will be paid at 50% to the employee's 501(c)(9) post-employment health plan.

The Human Resource Officer shall determine the amount of separation pay to which the employee is entitled. In the event of the death of an employee, final payment shall be made to the employee's beneficiary.

I Pay advancement

The District will not make pay advances to employees.

J Severance Pay

When a full-time employee is separated from District employment due to a reduction in force through no fault of the employee, and when such a separation requires immediate action thereby not permitting a two week notice, the employee shall be paid two weeks' severance pay in lieu of the two weeks' notice. Employees terminated for cause shall not be eligible for severance pay.

K Payroll Deductions/Withholdings

Payroll deductions other than FICA, State and Federal Income Tax Withholdings and Garnishments, can only be made with the approval of the Fire Chief or designee and Human Resource Officer on a program by program basis.

L Salary Adjustment & Red Line Rates

When the rate of pay of an employee is lower than the minimum prescribed for their classification in the compensation plan, the wage shall be increased to that minimum. When an employee's pay rate falls above the established pay range (step and grade), that employee's pay shall be frozen for a period not to exceed

two (2) years. During the freeze period the employee shall not be entitled to any general pay increases or cost of living increases until such adjustments bring the individual pay back into the range. If after two (2) years, the pay still falls above the established pay range or maximum step and grade of the new range, the pay of the individual shall be **reduced** to the maximum of the pay range of the job classification to which they are assigned.

M Out Of Classification Assignments

Employees required to perform in higher level positions due to illness, vacation schedules or under-staffing of their offices may, at the discretion of the Fire Chief, and upon recommendation of the Supervisor, receive a temporary increase in compensation which is consistent with the level of the temporary assignment.

- a. For Administrative Employees, the increased compensation, if any, shall be determined by the Fire Chief.
- b. Suppression employees required to act-in higher level positions shall be compensated in the following manner:
 - I. Captains acting-in as Battalion Chiefs shall receive \$50 per 24-hour shift.
 - II. Firefighters acting-in as Captains shall receive \$30 per 24-hour shift.
 - III. Other Firefighters acting-in positions that they are not normally assigned such as Rescue Technicians, Engineers, or Paramedics shall receive \$20 per 24-hour shift.

N Pay Progression

Progression through the various pay grades within the salary and wage scale shall be based upon the recommendation of the Supervisor and Human Resource Officer, with the approval of the Fire Chief. In making recommendations for pay progression, the Supervisor and Fire Chief shall adhere to District policies and procedures, performance, level of competence and job knowledge. Such pay progression shall be accomplished within the current budget as approved by the Governing Body.

Salary increases shall be limited to cost of living, merit, market adjustments, steps and progression from one District position to another. Salary increases are not a vested right of any employee.

Upon achieving the maximum of the pay range, the employee shall still be eligible for Cost of Living increases, market adjustments to the pay plan and consideration for performance incentives.

O Performance/Incentive Awards & Bonuses

In order to promote exceptional or outstanding services and recognize those

occasions where services are rendered, emergencies responded to, or proficiencies demonstrated which are beyond the normal expectation of the job; it is the position of the District to reward such individual or group contributions. These awards shall be a one-time recognition, in that they are not added to the regular pay of the recipient.

No performance/incentive award or bonus shall be given for job expectations, i.e., coming to work on time, not using sick leave, keeping a clean environment or returning telephone calls.

1. **Instant Bonus Program:** A District employee, supervisor, manager, or member of the general public may nominate a District employee for a bonus of \$50 for actions which bring favorable attention or recognition to the District.

- a. The nomination shall be written in memo or bonus nomination form. Nominations must involve a detailed description of the project or act and the nominated employee's involvement in the act. If money is awarded to the District employee, the award shall run through the payroll process.
- b. The nomination shall be forwarded to the employee's supervisor for approval. If the employee's supervisor does not approve the nomination, the nominating individual may appeal the decision to the Fire Chief.
- c. The Fire Chief's decision shall stand.
- d. The bonus money/gift certificate will be given to the nominating individual so they can present the award to the recognized employee.
- e. In lieu of money, the nominating employee may choose to award the employee a \$50 gift certificate.

2. **Award Restrictions:**

- a. The most recent performance evaluation must be at least above the District average in order for the employee to be considered for a nomination.
- b. More than one incentive award of different sizes may be given to the same employee, providing that the performance qualifies.
- c. No more than one incentive award may be given for the same or substantially similar act. However, case by case consideration shall be given.

- d. Awards may be shared by a team of employees, provided all of the employees contribute to the project or act.
- e. Employees shall not be considered for an incentive award for performance which is routinely expected for any duty or responsibility.

P. Pay Day

District employees will be paid bi-weekly on Fridays. Pay stubs shall be delivered electronically. If a pay day falls on a holiday, employees will be paid on the previous workday.

SECTION 9 - FRINGE BENEFITS

A. Qualifying Employees

As used in this Section, Qualifying Employees are defined as all full-time employees and part-time employees working the equivalent of 30 hours per week (1560 hours annually) or more.

B. Group Health Insurance

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

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 person has not been continuously insured and eligible under

the group policy, or its predecessor;

- b. The date the premium is not paid;
- c. The date when the individual becomes covered under any other group health plan or is entitled to Medicare benefits;
- d. In the case of a spouse, when the spouse remarries or becomes covered under another group health plan; and
- e. 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 31st 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 nine (9) 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 this nine-month period shall be separated from employment with the District.

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

E. Social Security

Employees are required by law to have a valid Social Security number and to contribute to the Social Security system, unless otherwise covered through a qualified public retirement system. The District is covered by the Utah Retirement Systems and has opted out of Social Security, only the Medicare portion of the FICA deduction is withheld from the employees and matched by the District.

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.

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 upon completion their orientation period. Years of District service, for establishing vacation accrual rates, shall be the employee’s full-time hire date.
3. Accumulation of vacation shall be based upon the following schedule:

Full-time Suppression Employees shall accrue paid leave according to the following schedule:

| <u>Years of Service</u> | <u>Per-Pay-Period Accrual (26 Pay Periods per Year)</u> |
|---|---|
| Hire date through the end of the 1 st year | 8.39 Hours |
| Beginning of the 2 nd year through the end of the 5 th year | 10.25 Hours |
| Beginning of the 6 th year through the end of the 10 th year | 12.12 Hours |
| Beginning of the 11 th year through the end of the 15 th year | 13.98 Hours |
| Beginning of the 16 th year through the end of the 20 th year | 16.78Hours |
| Beginning of the 21 st year and over | 17.71 Hours |

Full-time non-exempt Administrative Employees shall accrue paid leave according to the following schedule:

| <u>Years of Service</u> | <u>Per-Pay-Period Accrual (26 Pay Periods per Year)</u> |
|---|---|
| Hire date through the end of the 1 st year | 2.08 Hours |
| Beginning of the 2 nd year through the end of the 5 th year | 3.46 Hours |
| Beginning of the 6 th year through the end of the 10 th year | 5.08 Hours |
| Beginning of the 11 th year through the end of the 15 th year | 6.46 Hours |
| Beginning of the 16 th year through the end of the 20 th year | 8.08 Hours |
| Beginning of the 21 st year and over | 8.77 Hours |

Full time exempt Administrative Employees shall accrue paid leave according to the following schedule:

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

4. 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.
5. Employees may carry unused vacation leave over to the next year to a maximum of 315 hours for Suppression Employees and 220 hours for Administrative Employees of accrued vacation leave. Any accrued

vacation leave in excess of the maximum hours shall be converted to sick leave on January 1st of the year following the calendar year (Jan. 1 to Dec. 31) in which the leave was accrued.

6. Utilization: Any accrued compensation time must be used before using accrued vacation leave. Vacation leave shall be scheduled through the Tele-Staff program The Fire Chief may set the rules of vacation use so that District operations are not disrupted.
7. An authorized holiday which falls within the time period of an employee's scheduled vacation shall not be charged as used vacation.
8. The District will not advance vacation days.
9. For Administrative Employees, vacations are to be taken as time off and there will be no pay in lieu of time off.
10. Suppression employees may request a total of six (6) shifts per calendar year for pay in-lieu of time off.
11. In the event that an employee, at year end, has accrued paid leave that exceeds maximum carry-over allowance, the difference will be converted to sick leave at 100%.
12. 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.
13. Shift-suppression personnel must use vacation in full shift (24.25 hours) increments
14. Resignation: Upon resignation or retirement, an employee will be paid the cash value of 100% of the earned vacation leave (carried over and earned). 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.
15. Record Keeping: The official record of accrued and used vacation is to be kept 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 personal illness or illness in the immediate family. Sick leave taken in excess of

three (3) working 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 4.66 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.
 - a. Full-time employees may accrue up to 960 hours of sick leave for Administrative Employees and 1455 hours for Suppression Employees.
 - b. Accrued sick leave shall be paid out at the time of separation of employment at the rate $\frac{1}{2}$ of the accrued amount and shall be paid to a qualified 501(c)(9) post-employment health plan.
3.
 - a. 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).
 - b. With the approval of the Fire Chief, sick leave may accrue while an employee is on disability.
4. 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.
5. District designated holidays occurring while an employee is ill shall be deducted from their compensated illness leave credit if the employee is scheduled to work and elects to use sick leave.
6. 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.
7. The official record of accrued and used sick leave is to be kept by the District through a formal leave accounting system (currently TeleStaff). 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.
8. 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.

9. Insurance benefits are provided for more serious or longer-term illness or accidents. While insurance policies pay 67% 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 with accrued vacation and sick leave to receive 33% of their normal wage. If no sick leave or vacation time is available, normal insurance proceeds only are payable.

I. Funeral Leave

1. Funeral leave with pay, not to exceed one (1) week (40 hours for Administrative Employees and 48.5 hours for Suppression Employees), 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 8 hours, may be allowed in the loss of the following:
 - b. 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.

J. Holiday Leave

1. The following days have been designated by the District to be paid

holidays for Administrative Employees¹:

| | |
|----------------------------|--------------------------------------|
| New Year's Day | January 1 st |
| Martin Luther King Jr. Day | 3 rd Monday in January |
| President's Day | 3 rd Monday in February |
| Memorial Day | Last Monday of May |
| Independence Day | July 4 th |
| Pioneer Day | July 24 th |
| Labor Day | 1 st Monday in September |
| Columbus Day | 2 nd Monday in October |
| Veteran's Day | November 11 th |
| Thanksgiving Day | 4 th Thursday of November |
| Christmas Day | December 25 th |

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 Friday 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 eight (8) hours of compensation at the regular rate for the holiday plus compensation at the regular rate for all hours actually worked on the holiday.

K. 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 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.

L. 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

¹ Suppression Employees accrue vacation time at higher rates to compensate for lack of any paid holidays (*see* paragraph G above.)

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 with-out-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.

M. 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 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 forty-five and a half (145.5) 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 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, 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)).
- 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.

N. 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.

O. 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 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.

P. Retirement

The District is a participant in the Public Employee and Fire Fighters' retirement programs of the Utah Retirement Systems (URS) and does not contribute to Social Security. In lieu of Social Security payments, part-time employees are enrolled in a qualified 457 retirement program through the District. The district will contribute a percentage of the employee's gross wages based on the current social Security rate; part-time employees will contribute a minimum of 5% of their gross wages to their 457 account. Full-time, post retired, employees will receive a contribution to a 401(k) retirement plan in lieu of Social Security at a rate of at least 7.5% of their gross wages as per IRS regulations.

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 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. All new hires are enrolled into the new Public Employee Firefighter plan.
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 and receiving any other non-mandated benefit from the District will also be enrolled in the District Retirement program.

Q. HOUSING ALLOWANCE

1. Full-time personnel who reside within the jurisdictional boundaries of the PCFSD shall receive a monthly housing allowance as determined by the Board.
2. The housing allowance shall be considered an employee benefit; accordingly the amount of the benefit shall be considered as income and reported to the Internal Revenue as such.
3. In order for an employee to qualify for the housing allowance, employee must provide proof of primary residency within the District boundaries. This proof may consist of a Summit County tax notice, mortgage statement or voter registration card. A local mailing address must be provided for proof and use for all District correspondence.
4. In the event the employee moves outside of the District, Human Resources shall be notified immediately of the address change.
5. The status of employees' residency within the District may be reviewed by the District at any time. If it is determined that the employee has lived outside the District boundaries while receiving the housing allowance, the employee shall be required to reimburse the District.

R. Unemployment Insurance

The District participates in the State Unemployment Insurance Program as a

self-insured employer; 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 an 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 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:

| <u>Time Period Between Date Of Termination & Conclusion of Educational Course(s)</u> | <u>Portion Of Expenses 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.

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 10 - REIMBURSEMENT FOR EXPENSE

A. Travel

Travel expenses associated with authorized trips on District business, for attendance at conventions, conferences, field trips, seminars, educational courses or meetings etc., will be paid by the District. It is the District's policy that the most cost effective travel and training shall be pursued to accomplish the training goals of the District. Actual costs for materials required for the seminar, training courses, etc., will be paid for or reimbursed by the District.

If the employee expends personal funds required for travel, for reasonable expenses, the employee will provide receipts/ledger of expenses to the District upon completion of the trip, but not later than one week after return to normal duties. For specific policies regarding meal reimbursement please see paragraph 6 of this section.

An employee may be accompanied by a spouse or family member on approved District business trips with the understanding that the District will not pay any of the costs incurred by the spouse or be responsible for any liability associated therewith.

The Fire Chief shall have approval authority for all travel when travel coincides with the employee's professional associations and/or training and has been pre-approved by the Governing Body in the budgeting process. All travel and mileage vouchers shall be signed by the Fire Chief.

To accomplish the District's goals the following guidelines and procedures shall be followed for expenditure and reimbursement of travel associated expenses:

1. Public Transportation or Car Rental: The most economical available means of transportation shall be used, considering travel time, fares, convenience and liability. Receipts will be required in the event reimbursement is necessary.
2. Miscellaneous Transportation: Toll charges, parking fees, non-receiptable fares for taxi, buses, etc., shall be reimbursed at actual cost. Fuel, emergency repairs, towing charges, storage fees, etc., for District vehicles will be reimbursed with receipts.
3. If more than one employee from the District is traveling to the same event and/or location by automobile, carpooling in a District vehicle is strongly recommended. If personal transportation is used only one mileage reimbursement per event/location shall be allowed.

4. Lodging: Reservations shall be made through the Fire Chief's administrative assistant. Receipts will be required in the event reimbursement is necessary. If an employee travels and stays with friends or relatives rather than in a hotel/motel the employee may be reimbursed at the rate of \$40.00 per day without receipts, with prior approval of the Fire Chief.
5. Personal Transportation: Personal vehicles may be used if District vehicles are not available. For travel out-of-state, District vehicles will not be used, unless authorization is obtained from the Fire Chief. Reimbursement for personal car use shall be at the rate as published in I.R.S. Publication 463 and adjusted yearly.
 - a. When two or more employees travel in a private car, only one employee will be reimbursed for vehicle costs.
 - b. Damage to a traveler's personal vehicle occurring during the course of conducting official business is the responsibility of the individual.
 - c. Mileage will be computed using either the state mileage chart, or an online mapping program using the most direct route.
 - d. Reimbursement will not be allowed for commuting between the traveler's place of residence and the office considered the principal place of assignment or for miles traveled for purposes other than official business.
 - e. Computation of mileage should commence from the office considered the principal place of assignment to the point of destination unless the distance from the point of origin other than the principal office to the destination is less.
6. Meals: Meals are allowable on a reimbursable basis for department approved travel outside the District. Use of the per diem rates is the preferred method for meal reimbursement. Meals shall be reimbursed either at actual cost, or at the per diem schedule presented in the most recent edition of the IRS publication 463, whichever is less.
 - a. A traveler is entitled to meals when not staying overnight when:
 - 1) Breakfast - round trip travel is out of District and commences prior to 6:00 a.m.
 - 2) Lunch - when the trip meets one of the following conditions:
 - i) The traveler is on an officially approved trip of such duration as to warrant entitlement to breakfast and dinner.

- ii) The traveler leaves their "home base" before 11:00 a.m. and returns after 2:00 p.m.
 - 3) Dinner - round trip travel is out of District and arrival back home is later than 7:00 p.m. If meals are provided by a hotel, motel, and/or association, no reimbursement will be made for that meal.
7. Miscellaneous Expense: Registration fees, incidental supplies, publications, etc., shall be purchased in advance through the District if possible. Receipts will be required for reimbursement of authorized expenses.

SECTION 11 - WORK HOURS

A. Normal Work Day

1. Administrative Employees: District administrative offices may be open to the public from 7:00 a.m. through 6:00 p.m., but shall be open to the public from 8:00 a.m. through 5:00 p.m. Monday through Thursday. The normal work day for Administrative Employees will consist of 10 hours of work, 4 days per week. A work period consists of 7 consecutive days.
2. Suppression Employees: Suppression shifts begin at 7:00 a.m. through 7:15 a.m. the following day. A regular work schedule consists of two (2) consecutive suppression shifts followed by four (4) consecutive days off. A work period consists of 28 consecutive days

B. Attendance

An employee unable to report for duty due to injury, illness or an emergency on an assigned work day shall notify their immediate supervisor of the fact no later than one (1) hour before the beginning of work.

C. Show up Pay

An employee who during a normal work day shows up for work and is sent home before any time is earned, will receive a minimum of one (1) hour straight time pay. Any employee who is called to work on a day off and is then sent home before any time is earned will receive a minimum of one (1) hour straight time pay.

D. Rest Periods

For Administrative Employees, two ten minute rest periods are allowed to employees daily, usually one in the middle of the first four hour block of the work day and the second in the second four hour block, the last half of the work day. The ten minute rest periods are optional and generally, must be approved by the Supervisor. **No unused ten minute, rest period may be used to shorten the work day.**

E. On Call

A District employee who is required to remain on call on the District's premises, within the District boundaries, or so close thereto that they cannot use the time effectively for their own purposes is working while "on call" and shall be considered hours worked. An employee who carries a pager or cell phone and is not required to remain on the District's premises but is merely required to leave word at their home, with the Supervisor or Fire Chief, where they may be reached is not working while "on call". These hours are not considered "hours worked" for purposes of FLSA.

F. Call Out

Any employee who is called to work on a day off will receive a minimum of one (1) hour pay at their regular rate (*see* Section 8.F.9).

H. Time Keeping

1. To assure accurate time-keeping records of all services performed for the benefit of the District for financial compensation and FLSA purposes. This policy applies to all employees of the District. This means all persons employed on a full-time, part-time, temporary, seasonal, or contract basis. It shall be the policy of the District to maintain records of hours worked and all leave requests for each employee.
 - a. Time-keeping records, in the form of time cards, shall be maintained for all FLSA – Covered Employees (all employees not classified as FLSA Exempt). Timecards may be either a paper record, electronic, or other means, approved by the Fire Chief, for tracking employee hours worked and leave time taken.
 - i. All extra time worked including extra shifts, support, standby events, training, etc., must be pre-approved and recorded on the employee's TeleStaff calendar, using the proper codes.
 - ii. Hours worked must reflect the actual time worked rounded to the nearest 15-minutes.
 - iii. All leave requests shall be recorded and tracked through TeleStaff.
 - b. FLSA Exempt employees shall record all leave requests through TeleStaff.
2.
 - a. It is the responsibility of each employee to enter their own hours worked on their own time cards. This must be done in a timely manner; the same day work is performed. When it is not possible for the employee to enter their own time, employees may contact a Battalion Chief or Human Resources to enter the appropriate work hours and codes. North Summit and South Summit division employees may also contact their Division Manager.
 - b. Each employee must ensure that the information on their time card is accurate; that the time entered is true and correct and the proper work code has been used.
 - c. Falsification of time records will result in disciplinary action, up to and including termination.

SECTION 12 - PRODUCTIVE WORK ENVIRONMENT

A. General Conduct

The very nature of governmental service makes public relations one of the most important aspects of the job. The quality of our interactions impacts all employees of the District and the public perception of the District as a whole. Employees are to take every opportunity through the course of performing their job to create "good will" with the public. Employees are required to be courteous and show understanding in spite of the difficulty of situations which may arise. Reports of a negative nature will be investigated by supervisors, and disciplinary actions could result.

1. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.
2. Employees are expected to make prudent and frugal use of District funds, equipment, building and supplies.
3. Employees are expected to observe work place rules.
4. Employees are to report conditions or circumstances that would prevent them from performing their job effectively or completing assigned tasks.
5. Employees are expected to practice dress and grooming habits which are consistent with the District's purpose and beneficial in promoting a favorable public image. The Fire Chief is responsible for determining what creates a professional business environment in the District.

B. Uniform & Grooming Standards

The purpose of this policy is to establish a standard for professional appearance. This policy applies to all employees of the District, while on duty or while representing the District in related activities. In order to portray a positive public image and demonstrate pride and professionalism, it is the policy of the District to maintain high standards regarding employee appearance, dress, and grooming.

1. All employees shall adhere to good personal hygiene practices, including neat and clean appearance, well-groomed hair, and proper attention to oral hygiene, absence of offensive body odors, and attire that is appropriate to their line of work. Employees' general appearance while on-duty and/or in uniform must reflect a positive and professional image at all times.
2. Uniform items are provided by the District for all employees. Replacement of uniform items shall be on an as needed basis, and shall be monitored by District officers.

- a. **Administrative Personnel -- Individuals** in administrative or support staff positions shall be well-groomed and attired in clothing items that are professional and business-like in nature, as set forth in Procedural Order III-E-701.
 - b. **Uniforms – Suppression Personnel** -- Suppression personnel are to dress according to the uniform standards set forth in Procedural Order III-E-701. Suppression personnel are to be appropriately attired at the start of the shift until they are relieved from duty following the conclusion of their shift.
 - c. **Safety Uniform/Turnout Gear (Suppression personnel)** -- Protective clothing and equipment is provided to all suppression personnel for use as required when working in a hazardous environment, during firefighting activities or during any other similar conditions during training activities. The District shall provide a complete ensemble of personal protective equipment for structural and wildland firefighting to all suppression employees. The components of the turnout gear are set forth in the Procedural Order III-E-701.
 - d. **Physical Training Uniforms (Suppression personnel)** -- The physical training (PT) uniform may be worn during physical training activities, but shall not be worn out of the station when responding to emergency scenes unless it is fully covered by a duty uniform. The components of the PT uniform shall be outlined in the Procedural Order III-E-701.
 - e. **No other insignia, emblem, advertising button, ribbon, jewelry or device shall be attached to the uniform without authorization of the Fire Chief.**
3. Employee uniforms must be properly fitted, clean, pressed, and in good condition. Shoes or boots shall be shined and in good condition. All shirts shall be tucked into the uniform pants. District issued insignias, belt buckles, and badges shall be polished and worn in the proper place.
 4. Employees are responsible for laundering and maintenance of all uniform items. Worn, torn, or faded uniforms shall not be permitted to be worn. It is the responsibility of the employee to notify their Battalion Chief in the event that a uniform item is in need of repair or replacement.
 5. **Tattoos/Branding/Body Piercing** -- Tattoos, brandings, and body piercings shall not be visible while in uniform and working in the public eye. Compliance may not be achieved by the ongoing use of bandaging to cover a tattoo.

6. The following additional guidelines apply to **suppression personnel**:
 - a. **Hair** – Hair must be properly cut so as to present a neat appearance at all times. Employees' hair shall be cut so as not to hang below the bottom of the collar line, or it must be pulled back and secured at all times and in such a way that allows for full coverage by the protective safety hood. Any hair ties, combs, or barrettes must be neutral in color. Mohawks, spiked hair, unnatural hair coloring, and/or radical hairstyles that draw unnecessary attention are not appropriate on-duty or at District-related functions.
 - b. **Facial Hair** – Employees will be freshly showered and clean-shaven when reporting for duty. Mustaches and sideburns will not obstruct and/or interfere with the wearing of uniforms or breathing apparatus facemasks. Moustaches shall not extend over the upper lip or more than one half inch past the corners of the mouth or one quarter inch below the corners of the mouth. Sideburns shall be neatly trimmed and may not extend down below the lower part of the ear opening, shall be of even width, not flared, and shall end with a clean horizontal line. Beards, goatees, or any facial hair on the chin, cheeks, underneath the lower lip or throat shall not be allowed.
 - c. **Earrings or other visible body piercing items**– Earrings or other visible body piercing items shall not be worn by suppression employees while on duty.
 - d. **Rings/Jewelry** – It is strongly recommended that for safety purposes, rings not be worn while on duty. If a suppression employee chooses to wear a ring, it must not protrude above the band; additionally, it is highly suggested that it be modified so that it will break away when snagged. Any ring that interferes with required safety protective equipment shall not be worn. Necklaces may be worn but must be worn under the clothing and not visible.
 - e. **Cosmetics** – Employees wearing cosmetics shall ensure that the appearance is conservative and in good taste.
7. Supervisors may request a uniform inspection at any time and employees shall be required to display all uniform items at that time.
8. The wearing of District-issued uniform items, including footwear, while off-duty is prohibited without prior approval of a Chief Officer, with the exception of when an employee is traveling to and from work or is attending a district related training or event.

9. Employees wearing any PCFSD identifying items while off-duty shall recognize that the wearing of such identifies them with the PCFSD, thus, their behavior while wearing such items shall reflect positively on the District.
10. Only current District employees shall wear any District-issued uniform items unless prior permission from the Fire Chief has been received.
11. Any uniform elements issued by the District or purchased with District-issued uniform allowance monies shall remain as District property. Thus, when an employee terminates, all uniform items shall be returned, clean and in good condition. The cost of uniform items not returned may be deducted from the employee's final paycheck.

C. Driving Requirements

To ensure District employees meet driving standards as set forth in this policy and are in compliance with state and local laws. This policy applies to all prospective and current employees, including all full-time, part-time, volunteer and temporary personnel.

1. **Driver's License Verifications** The District will conduct driver's license verifications for each employee required to drive, or who has the potential to drive, District-owned vehicles. Verifications will be done initially upon post-offer of employment, prior to approval of driving privileges, and on an annual basis thereafter.
2. Driving Requirements
 - a. All employees are required to possess a valid Utah Driver's License to operate any District vehicle or use their personal vehicle for District business. (License must be carried on the person when operating a vehicle.)
 - b. Employees must be twenty-one years of age or older to operate a District vehicle.
 - c. All emergency responders must complete the District's emergency vehicle operation course prior to being approved to operate emergency vehicles.
 - d. While operating a District vehicle or while operating any vehicle on District business, employees must comply with any and all restrictions placed on his/her driver's license.
 - e. Any change in status of a driver's license must be reported to the Fire Chief or Assistant Chief within 24 hours. Change in status means that an individual's previously valid driver's license is

subsequently expired, refused, cancelled, revoked, suspended, or restricted by the Department of Public Safety, Driver License Division.

- f. Any arrest, charge (including citation)¹ and/or conviction for a violation of driving under the influence (DUI) of drugs or alcohol must be reported to the Assistant Chief over Operations or Fire Chief prior to the employee's next scheduled shift or within twenty-four (24) hours, whichever is sooner. In order to comply with District policies and to protect the interests of the District and the public the District serves, internal disciplinary action may be taken prior to adjudication by the court.
3. An individual in a driving position who has a status change in his/her driver's license will be removed immediately from all driving responsibilities and may be placed on paid leave pending an internal investigation. A license suspension or revocation may cause disciplinary action up to and including dismissal.
4. Unusual circumstances with individual cases will be evaluated on their own merits.

D. Outside Employment

District employment shall be the principal vocation of full time employees. An employee may engage in outside employment, receive honoraria, or paid expenses, subject to the following conditions.

1. The outside employment must not interfere with efficient performance of the employee's District position. In the event the Fire Chief determines that the outside employment is interfering with the employee's District position, the Fire Chief shall notify the employee in writing that the outside employment must cease. Interference would include (but is not limited to) conducting the outside employment during District paid hours and using District equipment.
2. The outside job must not conflict with the interests of the District.
3. The outside employment must not be the type that would reasonably give rise to conflicting interests or duties.
4. The employee is required to sign a statement concerning outside employment, notify the Fire Chief, and gain approval for acceptable outside employment, prior to accepting the employment. The employee will acknowledge in the signed statement that they understand any injuries occurring while conducting outside employment will not qualify for

¹ See EMS rule R426-8-2700

District worker's compensation coverage.

5. If the Fire Chief determines that either the employment or payment could reasonably present a real or potential conflict of interest, the Fire Chief shall deny permission. The Fire Chief's decision may not be grieved. Failure to notify the employer and to gain approval is grounds for disciplinary action. Employees may jeopardize their employment with the District through unsatisfactory performance reviews affected by outside employment.

E. Conflict Of Interest

Employees shall not use their District position or any influence, power, authority, confidential information derived there from, or District time, equipment, property, or supplies for private gain. Employees shall not receive outside compensation for their performance of District duties except in cases of:

1. Awards for meritorious public contribution publicly awarded.
2. Receipt of honoraria or expenses paid for papers, speeches, or appearances made by employees with the approval of the Fire Chief, or on their own time for which they are not compensated by the District, nor prohibited by these rules.
3. Receipt of usual social amenities, ceremonial gifts, or insubstantial advertising gifts as established by state law (*see* Section 17, Paragraph B). When an employee's responsibilities require an action or a decision which could be interpreted as a conflict of interest, the employee shall declare the potential conflict. The Fire Chief may then determine and notify the employee of the status of the potential conflict, either approving of the activity or listing the objections of the District.

F. Political Activity

Except as otherwise provided by law or by rules and regulations promulgated by the State of Utah or the federal government for federally aided programs, District employees may voluntarily participate in political activity subject to the following provisions:

1. No person shall be denied the opportunity to become an applicant for a position by virtue of political opinion or affiliation.
2. No person employed by the District may be dismissed from service as a result of political opinion or affiliation.
3. An employee may voluntarily contribute funds to political groups and become a candidate for public office. The intent of this provision is to allow the individual freedom of political expression, and to allow employees to

serve as county party officers and as state or county delegates.

4. No employee may directly or indirectly coerce, command, advise or solicit any employee covered under the personnel system to pay, lend, or contribute part of their salary or compensation or anything else of value to any party, committee, organization, agency or person for political purposes. No supervisor, captain, employee, Board member or the Fire Chief, may attempt to make any employee's employment status dependent upon the employee's support or lack of support for any political party, committee, organization, agency, or person engaged in a political activity.
5. No employee may engage in any political activity during the hours of employment nor shall any person solicit political contributions from District employees during hours of employment. Hours of employment are those hours for which the employee is receiving compensation from the District. The use of District equipment or resources for political activity is also prohibited. Nothing in this section shall preclude voluntary contributions by a District employee to the party or candidate of the employee's choice, or participation on the employee's own time.
6. Nothing contained in this section shall be construed to permit partisan political activity by any District employee who is prevented or restricted from engaging in such political activity by the provisions of the Federal Hatch Act.

G. Discrimination Based on Protected Categories

1. Discrimination in any form is a serious offense which will not be tolerated.
2. Employees may use the **HOTLINE AT 435-336-3050** for any complaints. If this method is used, the caller must be specific as to who is involved, the date and time of the occurrence(s). Please see paragraph 5 below.
3. Discrimination based on a protected class is defined as discrimination of any person because of race, color, religious creed, sex, national origin, age, military status, disability, sexual orientation, gender identification or any other factor protected by law.
 - a. Examples of discrimination may include but is not limited to:
 - i) Using racial and ethnic slurs or offensive stereotypes and making jokes about these characteristics,
 - ii) Recruiting or hiring practices,
 - iii) Promotion opportunities, and

- iv) Adverse employment actions
4. Discrimination may result in disciplinary action up to and including termination of employment.
- a. Employees or officials who willfully report a false claim may be subject to disciplinary action.
5. Reporting and Investigating Claims:
- a. If an employee believes they have been subjected to discrimination they should:
 - i) Make a written record of the date, time and nature of the incident, and the names of any witnesses,
 - ii) Report the incident immediately to any of the following: A supervisor in the employee's chain of command, the Human Resource Officer, Fire Chief, the Personnel Director, or the County Attorney's Office, Civil Division.
 - iii) All incidents must be reported regardless of their seriousness. There shall be no retaliation against an employee who in good faith reports an incident of discrimination or against anyone who provides information about violations. Complaints may be submitted by any individual irrespective of whether the complainant was personally subjected to the offending behavior.
 - b. Supervisors who knowingly allow or tolerate any discrimination are in violation of this policy and are subject to disciplinary action up to and including termination of employment. Supervisors must deal quickly and fairly with allegations of discrimination whether or not there has been a formal complaint. They are responsible to:
 - i) Make sure the District's policy is communicated to employees; and
 - ii) Any complaint received by a supervisor shall be immediately reported to the Fire Chief, Human Resource Officer and Personnel Director so that the matter can be investigated.
 - c. The Personnel Director, or their designee, will conduct a fair and impartial review of the discrimination complaint. All such complaints will be handled with as much confidentiality as possible

in order to encourage reporting and to protect the privacy of the parties.

- d. An employee accused of discrimination and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken per Section 13 of these policies.

6. Resolution.

- a. The complainant shall be notified if any disciplinary action has been taken or not taken as a result of the official complaint. If either party to the complaint is not satisfied with the action taken or not taken they may file a written appeal with the Administrative Control Board through the Personnel Director within ten (10) working days of receiving official notification of the case resolution from the Fire Chief or Personnel Director.
- b. If the complainant is not satisfied with the Board's decision they have a statutory right to request an investigation by the Utah Division of Antidiscrimination and Labor.

H. Sexual Harassment

The giving or withholding of job benefits based on the granting of sexual favors and any behavior or conduct of a sexual or gender based nature which is demeaning, ridiculing or derisive and results in a hostile, abusive, or unwelcome work environment constitutes sexual harassment. (See paragraph 7 below.)

Employees may use the **HOTLINE AT 435-336-3050** for any complaints. If this method is used, the caller must be specific as to who is involved, the date and time of the occurrence(s). Please see Paragraph 8, subparagraph b 1.

It is the Policy of the District that:

1. Unlawful discrimination/harassment of coworkers of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.
2. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted or participated in any manner in an investigation proceeding or hearing under this policy.
3. False or bad faith claims regarding sexual harassment shall result in disciplinary action against the accuser.

4. An employee accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken.
5. Records and proceedings of sexual harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.
6. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy and grievances procedures during orientation and annually during in service training.
7. Prohibited Conduct: Any deliberate, unwanted, or unwelcome behavior of a sex/gender based nature, whether verbal, non-verbal, or physical is prohibited. There are two major categories of sexual/gender harassment:
 - a. Quid Pro Quo the granting or conditioning of tangible job benefits on the grant of sexual favors, and
 - b. Creating a hostile or unwelcome work environment. Creation of a hostile work environment can occur through any or all of the following general means:
 - 1) Level One: Sex Role Stereotyping
 - a) Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.
 - b) Comments or written material reinforcing traditional historic perception regarding gender.
 - 2) Level Two: Gender Harassment/Discrimination
 - a) Intentional or unintentional behavior/conduct of a visual, verbal, nature directed at a specific gender which is demeaning, ridiculing or derisive of that gender.
 - b) Creating an environment that demonstrates a demeaning, ridiculing or derisive attitude toward a specific gender.
 - 3) Level Three: Targeted or Individual Harassment
 - a) Intentional behavior predicated on gender or expressing

sexuality which is directed at a specific group or individual.

b) Offensive conduct may be verbal, visual or physical and includes unwanted physical touching.

4) Level Four: Criminal Touching

a) The intentional unwanted touching of the breasts, buttocks, or genitals of another.

b) Forcible sexual abuse.

8. Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below.

a. Informal Process: Employees who are experiencing an unwelcome or hostile work environment at levels 1-3 as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior that the behavior is objectionable. That the conduct/behavior is unwelcome and that future similar behavior will result in a formal complaint.

b. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint if they so desire.

1) This notification may be: orally in person; in writing signed or unsigned; through a supervisor either orally or in writing.

2) The victim may ask the supervisor for assistance in determining what to say and how to approach the offending employee; request the supervisor to accompany the victim when the victim gives the offending employee notice; ask the supervisor to give notice to the offending employee, accompanied by the victim; ask the supervisor alone to provide notice to the offending employee.

3) If circumstances involve the immediate supervisor, the employee shall seek assistance through the Human Resource Officer, Fire Chief, Personnel Director or the County Attorney's Office, Civil Division.

c. Formal Process: Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level 4 as

described above, or who have been subjected to quid pro quo type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.

- 1) Complaints shall be in writing and specify the identity of the victim; the identity of the offending employee; the offensive behavior that the offender engaged in; the frequency of the offensive behavior; damage the victim suffered as a result of the offensive behavior; How the victim would like the matter settled; and what the victim would like to see happen.
 - 2) The victim will be allowed a reasonable amount of time during work hours to prepare a formal complaint. The victim should submit formal written complaints to any of the following:
 - a) The District Human Resource Officer
 - b) The Fire Chief;
 - c) The Personnel Director, or
 - d) County Attorney's Office, Civil Division.
9. Remedies: Employees found guilty of sexual harassment shall face disciplinary action ranging from a letter of reprimand to termination based on all the circumstances of the case, as well as the offending employee's prior work history. Information contained in the complaint and/or investigation files shall be released only with the written authorization of the victim and the Personnel Director.
10. Records: Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in separate and confidential sexual harassment complaint files. This information shall not be placed or maintained in any employee's personnel file.
11. Victim Protection: Individual complaints, either verbal or written, are confidential. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to and including termination. Retaliation is an additional and separate disciplinary offense. Retaliation may consist of, but is not limited to:
- a. Open hostility;

- b. Exclusion or ostracism;
- c. Special or more closely monitored attention to work performance;
- d. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.

I. Drug Free Work Place

A healthy and productive work force, safe working conditions free from the effects of drugs and alcohol is essential to the maintenance of quality operations and all services provided to the public. It is the policy of the District that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, drug paraphernalia and/or alcoholic beverage in the workplace is expressly prohibited. All processes, procedures, actions and requirements undertaken or imposed by the District shall be in conformance with Utah Code §34-41-101 *et. seq.* Drug and Alcohol Testing and the Omnibus Transportation Employee Testing Act of 1991, revised as of February 15, 1994. In order to achieve a drug-free work place all individuals who are extended a conditional offer of employment with the District and employees in safety sensitive positions shall be required to participate in controlled substances testing.

- 1. Testing
 - a. When an applicant has been extended a conditional offer of employment but before beginning work;
 - b. When there is a reasonable suspicion to believe that an employee is in an impaired state;
 - c. When an employee has been involved in an on duty accident or has been injured on duty
 - d. On a random basis for employees in safety sensitive positions;
 - e. Return to duty testing (as defined by paragraph 2(k) below));
 - f. Follow up testing.
- 2. Definitions:
 - a. Alcohol - Alcohol is defined as an intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized or found.

- b. Controlled Substance - Controlled substances are defined as marijuana (THC), cocaine, phencyclidine (PCP), opiates, and amphetamines (including methamphetamine) or any other substances which are included in the, Utah Controlled Substances Act (Utah Code §58-37-1 *et. seq.*).
- c. Drug - Any substance recognized as a drug in the United States Pharmacopeia or other drug compendia, including the Utah Controlled Substances Act, (Utah Code §58-37-1 *et. seq.*) or supplement to any of those compendia.
- d. Drug Testing - The scientific analysis for the presence of drugs or their metabolites in the human body in accordance with the definitions and terms of this policy.
- e. Random Testing - The unannounced drug testing of an employee in a Safety Sensitive Position who was selected for testing by using a method uninfluenced by any personal characteristics other than job category.
- f. Reasonable Suspicion - Knowledge sufficient to induce an ordinarily prudent and cautious individual under the circumstances to believe that a prohibited activity is occurring.
- g. Reasonable Suspicion Testing - An articulated belief based on recorded specific facts and reasonable inferences drawn from those facts that an employee or volunteer is in violation of this drug-free workplace policy.
- h. Positive test - Any test result showing a blood alcohol content of 0.02 or greater or the presence of any controlled substance, its metabolites in the test subject or a sample that has been tampered with.
- i. Refusal to Submit to Testing - Failure to provide adequate breath or urine sample without a valid or verified medical explanation, after the employee has received notice they are being tested and a breath or urine sample is required, or engages in conduct that clearly obstructs the testing process.
- j. Safety Sensitive Position - shall include any position which involves emergency response or driving of District Vehicles, or any position involved in the operation of Dangerous Equipment.
- k. Return to duty testing - The drug/alcohol testing with a verified negative test result for controlled substances or their metabolites,

of an employee who has been released back to work after seeking help from a rehabilitation program.

- I. Follow-up testing - The drug/alcohol testing of an employee who has sought professional help from a rehabilitation program. The employee shall be tested monthly while under the care of the Substance Abuse Professional and upon release from a rehabilitation program. The employee shall be tested a minimum of six (6) times in the following twelve (12) months following their return to duty. Employees may be subjected to follow up drug/alcohol testing for a period not to exceed sixty (60) months.
 - 1) Follow-up testing beyond one year shall be based on a need assessment provided by a substance abuse professional.
3. If the employee seeks help prior to discovery, then confidentiality, job security, and promotional opportunities will be protected. But if the employee does not attempt to seek help and the problem comes to the attention of the District, the employee will be terminated per paragraphs 16 and 18 below. Discovery begins with the notification when an employee has been notified of a random drug test.
4. The extent of District assistance, if an employee comes forward prior to discovery, shall be limited to referral to a community resource program with financial limitations as provided in the District health and medical insurance plan.
5. If an employee is under treatment with a drug that alters their ability to perform the essential functions of a specific position, the employee shall be reassigned if a current job opening exists which the employee is qualified.
6. The District shall require a final applicant selected for a position with the District to undergo a drug screen test to detect the presence of illegal drugs, controlled substances or their metabolites in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant, who tests positive for a controlled substance or its metabolites, as defined in the definitions of this policy, shall be denied employment with the District.
7. Employees shall not use, be under the influence of or be in possession of alcohol while on duty, on District premises or while in District vehicles. District premises include buildings, parking lots, grounds and vehicles owned by District or personal vehicles while being used for District business. Under the influence is defined as having blood alcohol content in excess of .02%.

8. If an employee in a safety sensitive position is called to work outside the regularly scheduled work period, the employee has the right to refuse to go to work if the employee has used alcohol and feels that they may be impaired. The employee must notify their supervisor if they have consumed any alcohol in the last four hours prior to being called in. Employees exercising this option shall have job security and promotional opportunities protected.
9. Employees trafficking, selling, using, possessing or being at the work place under the influence of alcohol, illegal or illegally obtained controlled substances shall be subject to immediate suspension and such conduct may be grounds for termination of employment.
10. When a supervisor makes a determination that there is a reasonable suspicion to believe that an employee is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.
11. Employees performing in safety sensitive positions are subject to random drug/ alcohol tests.
12. The District maintains the right to conduct unannounced inspections of District owned property, vehicles, work stations, equipment, desks, cabinets, etc.
13. The District maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.
14. Failure to cooperate with these detection methods or inspections is grounds for termination of employment.
15. Upon required testing due to an accident or reasonable suspicion, the employee tested shall not engage in the operation of any District equipment or engage in any employment related duties, which their supervisor deems dangerous to themselves or others until the results of the tests are received and the employee is released back to work by the District.
16. If any alcohol test result shows a blood alcohol content of 0.04% or greater, the employee shall be terminated.
17. If an employee test result shows an alcohol concentration of greater than 0.02% but less than 0.04%, the employee shall not be permitted to perform in a Safety Sensitive Position for at least twenty-four (24) hours.
18. If an employee has self-disclosed prior to discovery (*see* paragraph 3

above) and tests positive for a controlled substance or the test results show a blood alcohol content of 0.04% or greater, the employee may be referred to a Substance Abuse Professional who shall perform an evaluation at the District's expense, to determine whether the employee has a drug/alcohol problem. This employee may also be provided with information about drug or alcohol treatment programs in the area. The District shall have no obligation or duty to pay for or provide financial assistance for a drug/alcohol treatment program. Referral to treatment creates no protections from other disciplinary actions.

19. If a drug test result shows that the employee has tested positive for a controlled substance, the employee shall be terminated.
20. Employees may direct any questions regarding this policy to the Human Resource Officer.
21. Reporting Violations - All employees have the responsibility to immediately report unsafe working conditions or hazardous activities that may jeopardize their safety, the safety of fellow employees and the safety of the public we serve. This includes the responsibility to immediately report any violations of this Drug and Alcohol policy.

J. Nonsmoking Policy

It is the policy of the District to comply with all applicable federal, state, and local regulations regarding smoking and the use of tobacco products (including e-cigarettes or vaporless cigarettes) in the work place and to provide a work environment that promotes productivity and the well-being of its employees.

1. The District recognizes that smoking in the work place can adversely affect employees. Accordingly, smoking is restricted at all District facilities.
2. Smoking is prohibited inside all District facilities and vehicles. The Supervisors are responsible for implementing and monitoring smoking regulations, and supervisors/department managers are expected to enforce such regulations. The smoking policy applies to employees during working time and to customers and visitors while on District premises.
3. Employees who wish to smoke may do so outside of District facilities and vehicles, as long as, they are at least 25' from any entry way, exit, open or closed window or air intake.
4. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers as regards the smoking policy. However, smokers have a special obligation not to abuse break and work rules. Complaints about smoking issues should be resolved at the lowest level possible. Employees who violate the policy will be subject to

disciplinary action.

5. The District does not discriminate against individuals on the basis of their use of legal products, such as tobacco, if the use occurs during non-working time or off of the District's premises.

K. Serious & Communicable Diseases

It is the policy of the District that employees with infectious, long-term, life threatening, or other serious diseases may work as long as they are physically and mentally able to perform the duties of their job without undue risk to their own health or that of other employees or customers of District services.

1. Serious diseases for the purposes of this policy include, but are not limited to, cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, drug resistant tuberculosis, chronic fatigue syndrome, human immune deficiency virus ("HIV") and acquired immune deficiency syndrome ("AIDS").
2. The District will support, where feasible and practical, educational programs to enhance employee awareness and understanding of serious diseases.
3. Employees afflicted with a serious disease are to be treated no differently than any other employee. However, if the serious disease affects their ability to perform assigned duties, such employees are to be treated like other employees who have disabilities that limit their job performance and will be provided reasonable accommodation as long as there is no undue hardship on District operations.
4. Employees who are diagnosed as having a serious disease and who want an accommodation shall inform their supervisor, the Fire Chief or the Human Resource Officer of their condition as soon as possible. Anyone receiving such a report shall respond with compassion and understanding. In addition, they shall review with the employee District policy on such issues as employee assistance, leaves and disability, infection control, requesting and granting accommodations, the District's continuing expectation regarding the employee's performance and attendance, and available benefits.
5. Employees who have a serious disease and who want an accommodation shall provide the Fire Chief and Human Resource officer with any pertinent medical records needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. The District may also require a doctor's certification of an employee's ability to perform job duties safely. Additionally, the District may request that an employee submit to a medical examination if it believes the employee is

a health or safety threat to themselves or others.

6. The District will maintain the confidentiality of the diagnosis and medical records of employees with serious diseases, unless otherwise required by law. Information relating to an employee's serious disease will not be disclosed to other employees unless the information is, in the opinion of the Fire Chief, necessary to protect the health or safety of the employee, coworkers, or others.
7. The District will comply with applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. Universal precautions, engineering and work practice controls, and personal protective equipment will be utilized to limit the spread of diseases in the work place.

Employees concerned about being infected with a communicable disease by a coworker, customer, or other person shall convey this concern to their supervisor, the Fire Chief or the Human Resource Officer. Employees who refuse to work with or perform services for a person known or suspected to have a serious disease, without first discussing their concern with a supervisor, will be subject to discipline, up to and including termination. In addition, where there is little or no evidence of risk of infection to the concerned employee, that employee may be assigned to work with or perform services for any other employee or customer as required by the District.

L Work Place Violence

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

1. Threats or Acts of Violence are defined as conduct against persons or property that is sufficiently severe, offensive or intimidating to alter the condition of District employment, or to create a hostile, abusive or intimidating work environment for one or more District employees.
2. Prohibited workplace violence includes, but is not limited to, the following:
 - a. Threats or acts of violence occurring on District premises, regardless of the relationship of the District with the individual(s) involved.
 - b. Threats or acts of violence not occurring on District premises, but involving someone who is acting in the capacity of a representative of the District.
 - c. Threats or acts of violence not occurring on District premises, but involving an employee of the District if the threats or acts of violence affect the legitimate interests of the District.

3. Any employee who experiences or witnesses such acts, conduct, behavior or communications that would fall within the definition above shall immediately notify their immediate supervisor or another member of management. Failure to report such information according to the guidelines within this policy shall be grounds for disciplinary action.
4. The District shall promptly and thoroughly investigate any report of threats or acts of violence. The identity of the individual making a report shall be protected to the greatest extent possible.
5. Any employee determined to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines shall be subject to disciplinary action, up to and including dismissal.
6. Incidents of workplace violence that involve criminal conduct shall be referred to law enforcement for investigation and handling.
7. At the sole discretion of the Fire Chief, any employee who exhibits any potential warning signs, symptoms, and risk factors may be required to submit to a psychological fitness for duty evaluation. The cost of such evaluation shall be at the expense of the District.
8. Reporting Procedure
 - a. If the act of violence constitutes an emergency, an employee who witnesses or is made aware of the situation shall call 911. After contacting 911, the employee shall immediately contact the senior officer on duty. Upon receipt of such a report, the Fire Chief shall be notified as soon as possible.
 - b. If a situation of workplace violence occurs but does not constitute an immediate emergency, the employee shall contact his immediate supervisor.
 - c. It shall be the responsibility of the Fire Chief to direct the investigation into the allegation and determine any appropriate and necessary action.

M. Employee Education

It shall be the policy of the District to conduct regularly scheduled training to ensure the highest quality of service is provided to the residents and visitors of the Park City area and to develop teamwork and efficiency of operations during emergency incidents.

1. The training division will organize, coordinate, and schedule training to meet local, state, and federal guidelines for all Fire, EMS, and Special Operations training. All training shall be documented and records maintained by the

Training Officer.

2. The Training Officer will be responsible to ensure compliance with all District Policies, Procedures, Standard Operating Guidelines, and that all safety regulations will be followed during training exercises.
3. Every attempt shall be made to offer quality training in-house. However, from time to time, persons may wish to attend training outside the District. An "Outside Training Request" form must be completed and submitted to the employee's assigned Battalion Chief. Selection of participating applicants will be based on the District's training needs, timeliness of applications, prior outside training of the applicants and seniority.

SECTION 13 - DISCIPLINARY PROCEDURES

A. Disciplinary Action:

PROGRESSIVE DISCIPLINE IS NOT REQUIRED. The disciplinary action taken shall be that deemed appropriate by the employee's Supervisor or the Fire Chief. It is the responsibility of all employees to observe regulations necessary for the proper operation of District functions. Administrative procedures have been established for the handling of disciplinary measures such as reprimand, suspension, demotion, and discharge. The Supervisors, Human Resource Officer, or representative of the District, shall be present when the charges are presented to the employee. All such measures which affect employment status or compensation of an employee shall follow the presentation of charges to the employee and an opportunity for the employee to be heard. Charges and causes for action shall include, but not be limited to those listed below:

1. Refusal to comply with a lawful instruction unless such instruction is injurious to health or safety.
2. Insubordination.
3. Conviction of a felony while an employee of the District.
4. Indulging in offensive conduct or using offensive language towards the public or in public toward District officers or employees during the performance of their duties.
5. Deliberate or careless conduct endangering the safety of the employee, other employees, or the general public. Horseplay is explicitly prohibited.
6. Intentionally inducing or attempting to induce any employee in the service of the District, to commit an unlawful act, violation of District regulations, official policy, or departmental orders.
7. Using, threatening or attempting to use, personal or political influence in an effort to secure special consideration as a District employee.
8. Incompetency and inefficiency in the performance of job duties.
9. Carelessness or negligence with District monies, equipment, or property, or failure to report lost, stolen or damaged items in need of repair.
10. Theft or intentional destruction of District property.
11. Intentional falsification of personnel records, time reports, or other District records.

12. Being under the influence of intoxicants or drugs while on duty.
13. Improper use of District equipment including the violation of Communication policy. (*see* Section 18).
14. Unauthorized use or abuse of paid leave, trades or any other leave
15. Failure to report for work upon conclusion of a Leave of Absence or paid leave.
16. Discussing confidential or proprietary information with individuals not affiliated with the District or not reporting potential conflict of interest situations.
17. Assault on a fellow employee or member of the public.
18. Excessive absenteeism or tardiness.
19. Failure to adhere to District safety rules, including the use of seat belts or other protective safety equipment.
20. Failure to comply with the guidelines set forth in District documents such as the Policies and Procedures Manual, Standard Operating Procedures/Guidelines Manual, or any other written directives or orders of the District.
21. Failure to maintain current and proper licenses and/or certification required to perform assigned duties or minimum requirements of the job description.
22. Failure to obey traffic laws while on duty, and while in District vehicles including during any paid response time.
23. Deliberately accepting or continuing active employment while suffering a serious communicable disease without notifying the District, unless such disease is protected under federal law.
24. Conviction of a criminal offense that may have a bearing on one's employment.
25. Failure to notify the Fire Chief in the event an employee is arrested and/or charged with any criminal or civil offense, or receives any written interaction or direction involving law enforcement or the court system, including but not limited to traffic citations, civil

litigation, restraining orders, etc.

26. Failure to report to work, properly dressed in uniform, on time and ready to work at the assigned time.

For violation of any of the preceding rules and regulations, the employee may be subject to immediate suspension, termination or other disciplinary action.

B. Process:

All care and consideration to the employee shall be given prior to imposing discipline. When an allegation or observation is made regarding an employee's conduct which may trigger a disciplinary action, Supervisors shall ensure the employee is given notice of the allegation, an opportunity to respond to the allegation and be heard on the matter, and notice of a final disciplinary decision. To achieve these goals, for discipline which is a Written Reprimand, Suspension, Demotion or Termination, Supervisors shall:

1. Inform the Human Resource Officer who shall forward the information to the Personnel Director, and the County Attorney's Office of the allegations(s) prior to any action or any disciplinary decision being made.
2. Where necessary, suspend the employee with pay pending an investigation.
3. Conduct an internal investigation into the allegations to ascertain any and all evidence in support of or relevant to the allegation.
4. Upon completion of the investigation prepare a written letter addressed to the employee outlining all allegations and the evidence in support of the allegations. The letter shall be approved by the Personnel Director and the County Attorney's Office prior to dissemination.
5. Provide the employee with the written letter and set a date to have the employee meet with the Supervisor to discuss and respond to the allegations. The meeting time shall be set so as to provide the employee sufficient time to thoroughly review the allegations and consult with representation prior to the meeting.
6. Meet with the employee and allow the employee to respond to all allegations verbally or in writing. Supervisors and the Fire Chief shall take the employee's responses into consideration prior to making any final disciplinary determination.
7. After meeting with the employee, if any follow up investigation is required or necessary to confirm or corroborate information, the Supervisor, or Fire Chief shall finalize the investigation.

8. Once finalized, the Supervisor shall again contact the Human Resource Officer, Personnel Director and County Attorney's Office notifying them of the contemplated disciplinary decision and shall receive their approval prior to imposing the discipline, if any.
9. The disciplinary decision shall be presented to the employee in person and in written form, with a copy given to the employee, the Human Resource Officer and the Personnel Director.

C. Types of Discipline

1. Verbal Warning:
Whenever grounds for disciplinary action exist, and the Supervisor determines that more severe action is not immediately necessary, they should orally communicate to the employee the Supervisor's observations of the deficiency demonstrated at the time of the action and document the event with notes. An SIR (Significant Incident Report) in the PEP system may be used as the notation. All such notes shall be maintained in the Supervisor's personal employee file for future reference. If corrective action is utilized, see paragraph "F".
2. Written Reprimand:
Supervisors may reprimand an employee in writing when, in the judgment of the Supervisor, the employee violates these policies, terms or conditions of employment or reasonable employer expectations. Any Supervisor writing a letter of reprimand shall have the letter reviewed by the Human Resource Officer, the Personnel Director and the County Attorney's Office. Signed copies will be provided to the Supervisor, the Human Resource Officer, the Personnel Director and to the employee. One copy will become a part of the employee's personnel file. Such reprimands must be communicated person to person, discussed and a remedy clearly expressed between the Supervisor and employee. If corrective action is required by the Supervisor, see Corrective Action, paragraph "F".
3. Suspensions:
 - a. With Pay. Suspensions with pay shall be issued only prior to a disciplinary decision being made not as a form of discipline. As stated in paragraph "C" above, employees alleged to have engaged in conduct which warrants discipline may be suspended with pay pending an investigation into the allegations and final disciplinary decision, In the event the suspension is to last for more than 3 days, the employee shall be notified of the suspension in writing and shall immediately cease all work for the District until notified otherwise.

Suspension with pay should not exceed 30 days.

- b. Without Pay. Suspensions without pay may be issued as a disciplinary measure for employees who engage in wrongful conduct. Suspensions may be up to 30 working days for each disciplinary action. Pursuant to paragraph "C" above, supervisors contemplating such action must first consult with the Human Resource Officer, Personnel Director and the County Attorney's Office and provide the employee an opportunity to be heard. The employee shall be furnished with a written copy of the reasons for and term of the suspension.

4. Demotion:

The Fire Chief may, after consulting with the Human Resource Officer, Personnel Director and County Attorney's Office, demote and/or reduce in grade, with loss of compensation, any employee in the District for the good of the District or as a disciplinary measure for cause.

5. Discharge:

The Fire Chief may, after consulting with the Human Resource Officer, Personnel Director and County Attorney's Office, discharge for cause any regular employee in the District by delivering a written statement of reasons for discharge to the employee concerned with a copy to be placed in the employee's personnel file. No discharge shall be administered without a suspension and a formal investigation.

All discipline shall be administered on a case-by-case basis with the most severe penalty being discharge from District employment. No employee may be discharged from employment as a result of a change in the appointed administration of the District (Board) or for the political expediency of an elected officer (Governing Body), except, where specifically provided by statute, contract or terms of formal agreement provide as a condition of employment. Neither shall any employee be removed from employment by means of job reclassification or transfer of job function when the evident purpose of the action was primarily for the purpose of terminating the employment relationship.

D. Appeal:

Any employee subject to disciplinary action or discharge under the provisions of the above policies may appeal through formal appeal procedures as prescribed in Section 14 of these Policies and Procedures.

E. Corrective Action:

When an employee's performance does not meet established standards for reasons other than willful misconduct, appropriate corrective action shall be taken in accordance with the following rules:

1. The Supervisor shall discuss the substandard performance with the employee in an attempt to discover the reasons for such performance and to plan an appropriate solution.
2. Appropriate corrective actions include but are not limited to: A period of probation during which closer supervision, training, a referral for personal counseling, reassignment, transfer, use of appropriate leave, or career counseling may be required.
3. During the implementation of a corrective action plan, the Supervisor, shall frequently evaluate and document the employee's progress under the imposed plan.
4. At the conclusion of the corrective action or probationary period, the Supervisor, shall notify the Human Resource Officer and the Personnel Director in writing, of the conclusion and the employee's success or failure.

SECTION 14 - GRIEVANCE & APPEAL PROCEDURE

A. **General Statement:**

It shall be the policy of the District to comply with sections 17D-1-106 and 17B-1-801 of the Utah Code by adoption of the merit system provided in §17-33-1 *et. seq.*, Utah Code Ann. as amended, and to address grievances and appeals of employees in a prompt, forthright, and professional manner.

1. A grievance may exist when an employee is dissatisfied with some condition or aspect of employment as allowed in paragraph D of this Section (below). Employees who have grievances created by work situations shall have the right to submit their grievances for orderly disposition according to the procedures as outlined in this section.
2. An appeal is the administrative process by which an employee may challenge an adverse employment action (*see* paragraph D below).
3. The employee having the grievance or appeal shall have responsibility to carry on the process as far as necessary to reach a satisfactory solution. The Personnel Director shall assure that the Fire Chief and all Supervisors respond affirmatively to this policy and procedure and expedite the resolution or processing of any grievance or appeal which may be received without the presence of discrimination, coercion, restraint or reprisal.

B. **Grievance Appeal Bodies:**

1. Career Service Council: Pursuant to Utah Code §17-33-4, a three-member bipartisan Career Service Council (“CSC”) shall be appointed by the Governing Body. The Governing Body may appoint as the District CSC, the same CSC used and established by Summit County. The Governing Body may appoint alternate members of the CSC to hear appeals that one or more regular CSC members are unable to hear. The CSC shall hear appeals of the decision of the Chief for both appeals and grievances.
2. All appeals shall be in writing and shall be heard by the CSC of the District. The CSC may request the assistance of a hearing officer or an ALJ to conduct the hearings before them. The hearing before the CSC shall be recorded and shall be the final hearing of record. The decision of the CSC shall be issued in writing and shall be the final and binding decision.
3. District Court: All appeals from decisions of the CSC shall be with the District Court. A right of appeal to the District Court under the provisions of the Utah Rules of Civil Procedure shall not be abridged. However, an appeal to the District Court is barred unless it is filed within 30 calendar days after the CSC issues its written decision. If there is a record of the CSC’s proceedings, the District Court review shall be limited to the record provided by the CSC. In reviewing a decision of the CSC,

the District Court shall presume that the decision is valid and may determine only whether the decision is arbitrary, capricious or illegal.

4. Each CSC member shall serve a term of three years to expire on June 30, three years after the date of their appointment, except that the original appointees' terms shall be staggered so that each expires on a different year some of which may not be a full three year term. Successors of original CSC members shall be chosen for three-year terms. An appointment to fill a vacancy on the CSC shall be for only the unexpired term of the appointee's successor. The term for an alternate member of the CSC may not exceed one year. Each member of the board shall hold office until their successor is appointed and confirmed. A member of the CSC may be removed by the Governing Body for cause, after having been given a copy of the charges against them and an opportunity to be heard publicly on the charges before the Governing Body. Adequate annual appropriations shall be made available to enable the CSC effectively to carry out its duties under this law.
5. Members and alternates of the CSC shall be United States citizens and be actual and bona fide residents of the State of Utah and Summit County for a period of not less than one year preceding the date of appointment and a member may not hold another government office or be employed by Summit County or the District.
6. The CSC shall elect one of its members as chairperson and two or more members of the CSC shall constitute a quorum necessary for carrying on the business and activity of the CSC.
7. The CSC shall have subpoena power to compel attendance of witnesses, and to authorize witness fees where it deems appropriate, to be paid at the same rate as in Justice Courts.
8. CSC members and alternates shall receive compensation for each day or part thereof they are in session at a rate determined by the Fire Chief

C. Administrative Law Judge

The Career Service Council may refer an appeal to an administrative law judge for a recommendation. Upon the recommendation of the CSC, the Governing Board may appoint one or more administrative law judges on an ad hoc basis to hear appeals referred by the CSC.

1. Each administrative law judge shall be licensed and in good standing with the Utah Bar, and trained and experienced in personnel matters.
2. If the CSC determines that it is in the District's best interest, it may initially

refer an appeal to an administrative law judge.

3. After holding a hearing, the administrative law judge shall make findings of fact and a recommendation to the CSC.
4. After receiving the administrative law judge's recommendation, the CSC may request the administrative law judge to hold a further factual hearing before the CSC's decision
 - a. The CSC may adopt or reject an administrative law judge's recommendation, whether before or after a further hearing.

D. Grievable & Non-Grievable Issues:

All claims of prohibited employment practices and discrimination may be grieved and claims of disciplinary or adverse employment actions by non-orientation merit employees may be appealed.

1. Claims dealing with verbal reprimands, wages, salaries, benefits, job classification, job assignments, policy decisions, budget items or other financial matters may not be grieved except as they relate to a grievable claim.
2. Only the written grievance or appeal presented originally to the CSC shall be considered as the process progresses. To insure this limitation, a copy of the original grievance or appeal and all supporting documentation and evidence shall be filed with the Personnel Director.

E. Multiple Grievances or Appeals:

Similar grievances or appeals may be consolidated and processed together as a single issue. Every effort shall be made by the involved parties to resolve the matter at the lowest possible level.

F. Employee Rights:

An employee is entitled to:

1. Assistance by a representative of the employee's choice to act as an advocate at any level of the procedure;
2. A reasonable amount of time during work hours to confer with the representative and to prepare the grievance;
3. Freedom from reprisals for use of the procedures; and
4. Call other employees as witnesses at an appeal hearing and such employees shall be allowed to attend and testify at the hearing if

reasonable advance notice is given to the witnesses' immediate supervisor.

G. Automatic Step Processing & Waivers:

Failure to answer an employee's appeal or grievance within the time specified automatically grants the aggrieved employee the right to process the appeal or grievance to the next step. Any step, or any time limits specified at any step, may be waived or extended by mutual agreement, in writing, between the aggrieved employee and the person to whom the appeal or grievance is directed. Failure by the aggrieved employee to process an appeal or grievance from one step to the next, within the time specified or time period mutually agreed to, is deemed a waiver by the employee of any right to process the matter further if the failure to process was due to neglect, inattention, misunderstanding, procrastination or other act or intent of the employee.

H. Stipulations:

Except as provided in paragraph I-2(a)(ii) below, no employee may submit an appeal or grievance more than 10 calendar days after the event giving rise to the appeal or grievance, nor does any person who has voluntarily separated from their employment with the District have any standing thereafter to submit an appeal or grievance. All appeals with exception of involuntary termination, and grievances regarding prohibited employment practices except discrimination and sexual harassment, shall be handled as set forth in subsection I-1 below. All appeals regarding involuntary termination and grievances regarding discrimination and sexual harassment shall be handled as set forth in subsection I-2 below:

I. Appeal & Grievance Procedure Steps:

1. For all appeals except terminations, and grievances regarding prohibited employment practices except, discrimination and sexual harassment, the following procedure shall apply.
 - a. Employees shall first attempt to resolve problems among themselves through direct communication with affected parties. If this does not resolve the issue then an employee may proceed to the next step as long as it is within the 30 calendar days referred to in paragraph H above.
 - b. The employee with an appeal or grievance shall file the matter in writing with their Supervisor, Fire Chief, Human Resource Officer or the Personnel Director as may be appropriate. The written appeal or grievance shall include all claims, documents and evidence in support of the claims. Upon receipt of any written appeal or grievance, the Supervisor, Human Resource Officer or Fire Chief shall immediately notify and if not already provided, shall submit a complete copy to the Personnel Director of the matter.

The Supervisor or Fire Chief will issue a written response within five (5) working days after the receipt of the grievance.

- c. If the initial grievance or appeal is filed with or process through the Supervisor only, and if no mutually agreeable settlement is reached under paragraph (b) above, then within five (5) working days after the receipt of the written decision of the Supervisor, the affected employee may request in writing that the Fire Chief review this matter. The Fire Chief shall consider the grievance or appeal, conduct any necessary additional investigation and shall issue a written response within ten (10) working days after the written notice requesting review.
 - d. If no mutually agreeable settlement is reached under paragraph (b) or (c) above, those involved may appeal to the CSC through the Personnel Director. This must be filed within five (5) working days of the receipt of the Fire Chief's written decision. The requested appeal must be in writing and must be accompanied by the original written grievance or appeal. The CSC may affirm, modify, vacate or set aside the decision of the Fire Chief. The decision of the CSC shall be final.
2. All appeals pertaining to termination of non-orientation employees, and grievances regarding discrimination and/or sexual harassment claims, shall be handled in the following manner:
- a. Filing the Appeal or Grievance:
 - (i) Appeals: The appeal from a termination shall be taken by filing written notice of the appeal with all supporting documents and evidence, with the Supervisor, Human Resource Officer, Fire Chief or Personnel Director as may be appropriate within ten (10) calendar days after the event giving rise to the appeal.
 - (ii) Grievances: The grievance regarding discrimination and/or sexual harassment shall be taken by filing written notice of the grievance with all supporting documents and evidence, with the Supervisor, Human Resource Officer, Fire Chief or Personnel Director as may be appropriate within thirty (30) calendar days after the event giving rise to the grievance
 - (iii) Upon the filing of the appeal or grievance, the Fire Chief, Human Resource Officer or Supervisor shall submit a copy to the Personnel Director (if not already received) for referral to the Career Service Council (CSC). Upon receipt

of the referral from the Personnel Director, the CSC shall consider the schedules of all parties and convene as soon as practicable to consider the appeal or grievance and to ensure a full hearing of all relevant evidence related to the claim. Any member of the CSC shall recuse themselves in the event of a conflict of interest.

- b. The employee shall be entitled to appear before the CSC in person and to be represented by counsel, to confront the witnesses whose testimony is to be considered, and to examine the evidence to be considered by the CSC.
 - c. The CSC may affirm, modify, vacate or set aside an adverse employment action and may make Findings of Fact and Conclusions of law respecting grievances. The decision of the CSC shall be final.
 - d. The decision of the Career Service Council shall be in writing, and shall be transmitted to the Personnel Director within fifteen (15) working days from the date the matter is heard before the CSC.
 - e. Appeals from the CSC are to the District Court. In the event that the CSC does not uphold any involuntary termination, the Personnel Director shall report the decision to the affected employee, The Human Resource Officer and the Fire Chief, who must reinstate the employee unless the matter is appealed to the District Court. Reinstated employees will be placed back at their previous position and grade unless other disciplinary action is assessed as part of a decision.
- J. All grievances pertaining to action taken pursuant to Utah Code. §17- 53-106, shall be directly appealed to the Career Service Council.
- K. If any employee is denied the opportunity to present a grievance as prescribed by this Section, or if the employee is threatened or subjected to duress when presenting the grievance, the employee may notify the Personnel Director in writing. The Director shall take the necessary actions including authorization of an investigation of such complaints.
- L. **Discrimination and Sexual Harassment** complaints shall be addressed according to the procedures defined and set forth in Section 12 and Section 14 of these policies and procedures.
- M. **Career Service Council Hearing Guidelines:**
The following procedures are intended to serve as a guide to assure orderly

hearing processes before the Career Service Council and facilitate the bringing out of all relevant and material facts. Deviation from these processes may occur upon mutual agreement of all parties concerned.

1. The grievant may present their case personally or through a representative of their choosing.
2. The hearing shall not be bound either by legal procedures or by legal rules of evidence.
3. An audio recording and/or written transcription shall be kept of the proceedings of any hearing before the CSC. A video recording may be allowed with the consent of the CSC and all parties. At the request of either party, all witnesses shall be excluded from the hearing room until such time as they are called upon to testify.

N. Hearing Procedures for all Appeals and Grievances:

The party appealing the decision of the Fire Chief has the burden to show that the decision was in error. As a result, the appealing party (Appellant) shall have the opportunity to present their case first and have a final rebuttal. Hearings therefore shall follow this general procedure:

1. The Appellant's representative may briefly summarize their cases in an opening statement. The party opposing the appeal (Respondent) shall have the opportunity to also give an opening statement.
2. At the conclusion of the opening statements, witnesses or material evidence may be introduced in support of the Appellant's position.
3. The Respondent and then the hearing officer may ask questions of each witness of the Appellant after said witness has testified.
4. The Respondent may then present material evidence, call witnesses, etc. following the same processes as previously mentioned.
5. After presentation of the Respondent's case, the Appellant shall be allowed to present rebuttal evidence, if any.
6. Before closing the hearing, the hearing officer(s) shall allow the Appellant and Respondent in turn to make closing statements.

SECTION 15 - GARNISHMENTS

The District is opposed to an employee's earnings being garnished. Employees of the District, as public employees, are required to maintain their private life in a manner that will reflect credit upon the District. Failure to pay legal debts in accordance with the terms of indebtedness could result in a legal garnishment of wages. Utah Code §70C-7-104 states that no employee may be discharged "by reasons of the fact that their earnings have been subjected to garnishment for any one judgment." Multiple garnishments arising from more than one judgment will justify the District in taking disciplinary measures not contrary to Utah Code, §70C-7-103. The District may charge the employee an administrative fee for processing a garnishment action.

SECTION 16 - OCCUPATIONAL LAWS

A. Occupational Health & Safety

It is the intent of the District to comply with all applicable rules and regulations pertaining to the Occupation Safety and Health Act as established under Federal Law or Utah State Law. No job is so important and no service so urgent that time cannot be taken to perform work safely. Equipment, materials and operations must be understood before they are utilized. Unsafe conditions and circumstances involving accidents or the potential for accidents shall be reported immediately to the Supervisor and the compliance officer.

1. The Fire Chief shall appoint a compliance officer.
2. All employees are covered under the Worker's Compensation Act (Utah Code §34A-2-101 *et. seq.*) for any injury sustained during the performance of their job. Compensation will be received for any loss sustained on account of such injury or death, and for medical and hospital services, medicines and funeral expenses. No compensation shall be allowed for the first three days after the injury, except for authorized medical, nurse and hospital services, and for medicines and funeral expenses. However, if the temporary disability lasts more than fourteen days, compensation shall then be payable for the first three days.
3. In accordance with law, the Fire Chief (or designee) and the compliance officer shall inspect District facilities semi-annually at a minimum for unsafe conditions and practices, defective equipment and materials, and where such conditions are found, to take appropriate action to correct such conditions immediately. The compliance officer in conjunction with Supervisors shall enforce safety regulations and issue such rules as may be necessary to safeguard the health and lives of employees and the public. They shall warn all employees of any known dangerous conditions.
4. An accurate record shall be kept of all accidents involving an injury to an employee while on duty, whether or not time is lost. These records shall at all reasonable times be available to the Industrial Commission or its representatives upon request. Other records shall be kept as requested by the Industrial Commission.
5. The compliance officer shall post, in conspicuous places, a listing of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of an emergency.
6. Supervisors and employees shall be required to insure clean work areas.

An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied within a reasonable amount of time.

7. A report of any on-the-job injury resulting in disability or lost time shall be submitted to the Human Resource Officer within twenty-four (24) hours of the event giving rise to the injury. The Human Resource Officer shall notify the Workers Compensation carrier who shall notify the Industrial Commission and the affected employee within seven (7) calendar days on a "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosions, fires, etc.) that might affect the safety or health of District employees or tend to increase the hazards thereof, the compliance officer or other designated authority shall notify the Industrial Commission of Utah at once. Such notification must be made whether or not any actual injuries result from the above occurrences or changes of conditions.
8. No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in any place of District employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of health, life, safety, or welfare of employees. Willful violation of these rules is grounds for disciplinary action or dismissal.
9. Additional information relative to the Occupational Safety and Health Act can be obtained from: The Utah State Industrial Commission.

B. Worker's Compensation

The District operates under the provisions of the Utah State Worker's Compensation Act. Utah Code Ann. §34A-2-401 *et. seq.*, as amended, provides that any employee "... who is injured, and the dependents of each such employee who is killed, by accident arising out of and in the course of the employee's employment, wherever such injury occurred, if the accident was not purposely self-inflicted, shall be paid: (a) compensation for loss sustained on account of the injury or death; [and] (b) the amount ... for medical, nurse and hospital services and medicines, and, in case of death, the amount of funeral expenses". According to state law, Workers Compensation benefits are provided to all District employees who become injured or contract occupational diseases on the job and cannot perform their normal duties. Under the ADA, reasonable accommodation will be made in all return-to-work situations, if doing so will not produce undue hardship. Eligible workers may receive benefits in various areas which include: hospitalization, medical, disability, permanent loss of body functions, prosthetic devices, and death/burial benefits. The amount and

conditions of any such compensation shall be based on applicable provisions of the Worker's Compensation Act.

Any injury occurring on the job shall be reported to the Supervisor and the Human Resource Officer immediately. The employee and supervisor must both complete and sign a "Report of Injury" form and submit it to the Human Resource Officer within 24 hours following the injury. Forms prescribed by the State Industrial Commission must be completed by the Human Resource Officer within seven (7) days of injury.

Any employee who has reported a work place injury, illness or exposure shall undergo a drug and alcohol screening to ensure a drug free workplace. This screening shall be conducted as soon as is practical after the injury is reported. Any injury incurred during a PT activity, regardless of severity, will result in an evaluation of the injury and activity by the Certified Fitness Coordinators (CFC). The CFCs shall forward a recommendation as to the appropriateness of future participation in said activity to the assistant chief over operations.

An employee who is absent from work for three days or longer due to a Workers Compensation injury or illness shall also be placed on Family Medical Leave which leave shall commence on the first day the employee is absent.

An employee returning to work after a Worker's Compensation 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. Additionally, the employee may be required to undergo the District's TPT to ensure the employee is able to meet the physical requirements of the job. (See Section 6, Paragraph I Task Performance Test)

C. Unemployment Insurance

The unemployment insurance program at Workforce Services requires a person to make a declaration of physical ability to work and availability to work if physically able. Employees would not be eligible for unemployment insurance benefits if they are receiving workers compensation benefits.

SECTION 17 - MISCELLANEOUS

A. Uniform & Equipment Allowance:

If the District desires to utilize allowances for uniform purchase and maintenance or for non- issued equipment, such expenditures must go through the budget process to assure availability of funds.

B. Gratuities:

Accepting gifts, compensation, or loans -- prohibited.

1. Prohibited actions include:
 - a. Receiving a loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and
 - b. Receiving compensation for private services rendered at a rate substantially exceeding the fair market value of the services.
2. Employees who knowingly receive, accept, take, seek, or solicit, directly or indirectly for themselves or another, a gift exceeding \$50 in value may be disciplined if:
 - a. The gift would tend to improperly influence an employee to depart from the faithful and impartial discharge of the employee's public duties;
 - b. The employee knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the employee for official action taken; or
 - c. An employee recently has been, is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made.
3. Subparagraph 2 does not apply to:
 - a. An award publicly presented in recognition of public services;
 - b. A bona fide loan made in the ordinary course of business; or
 - c. A political campaign contribution.

SECTION 18 – COMMUNICATIONS

A. Introduction

1. The District is committed to implementing new technologies for communication and information exchange, when such will make the District's employees more productive and increase the District's capacity to better serve the residents of the District. Electronic communication access is provided by the District and is considered District property, its purpose is to facilitate District business, and usage is subject to District control. This policy applies to all electronic communication devices and services which are accessed on or from District premises, are accessed from remote locations using District computer equipment or via District paid access methods. Electronic communication usage includes but is not limited to, telephones, cell phones, pagers, radios, the Internet, social media, radio transmissions, fax transmissions, or email.
2. Communication plays an essential role in the conduct of District business. How employees communicate with the public and with co-workers not only reflects on them individually but also on the District as an organization. The District has invested substantially in information technology and communications systems which enable employees to work more efficiently and employees are expected to use them responsibly and in a manner consistent with these policies.
 - a. Electronic communications shall not be used for knowingly transmitting, receiving, retrieving, or storing any communications which are derogatory to any individual or group, are pornographic, lewd, indecent, of a sexual nature, or are of a defamatory or threatening nature. Electronic communications shall not be used in a manner which could be construed as discriminatory based on race, color, religious creed national origin, sex, age, military status, disability (including breast feeding or pregnancy), sexual orientation, or gender identification. Electronic communications shall not be used for communication of chain letters, or for any purpose which is illegal, against District policy, or contrary to the District's lawful interests.
3. Although the detailed discussion is generally directed to use of email and internet facilities, the general principles underlying all parts of this policy also apply to telephone communications, radio transmissions, fax machines, copiers and scanners.

B. General Principles

1. Employees must use the District's information technology and

communications equipment sensibly, professionally, lawfully, and consistently with their assigned duties. Employees must show respect for colleagues and for the public and in accordance with these policies and other departmental rules and procedures.

2. With the exception of GRAMA classified protected and private records all information relating to District operations is generally public and must be maintained as such.
3. Many aspects of communication are protected by intellectual property rights which are infringed by copying. Downloading, uploading, posting, copying, possessing, processing and distributing material from the internet may be an infringement of copyright or of other intellectual property rights.
4. Particular care must be taken when using District email, social media, blogs or internal message boards as a means of communication because all expressions of fact, intention and opinion in an email may bind the employee, and/or the District and can be produced in court in the same way as other kinds of written statements.
5. The advantage of the internet and email is they are extremely easy and informal ways of accessing and disseminating information, but this means that it is also easy to send out ill-considered statements. All messages sent on email systems or via the internet should demonstrate the same professionalism as that which would be taken when writing a letter. Employees must not use these media to do or say anything which would be subject to disciplinary or legal action in any other context such as sending any discriminatory (as defined by these policies), defamatory, or other unlawful material. If an employee has any question about the appropriateness of any content, they should contact their supervisor for approval.
6. Any messages or information sent via electronic communication, including bulletin board and online services, are statements identifiable and attributable to the District. Use of personal disclaimers with electronic communications will not relieve any user under this policy and users shall be held responsible for any communication initiated by them. All communications sent via a network must comply with this and other District policies and shall not disclose any confidential or proprietary District information.
7. No email or other communications shall be sent which attempts to hide the identity of the sender, which may conceal information which is subject to GRAMA, or misrepresent the sender.

8. Users shall not reveal their passwords or other proprietary information, i.e. IP addresses, server names, etc. without a business necessity.
9. Use of any personal device on the District networks or systems by any employee, volunteer or contractor shall be subject to these policies

C. Use of Telephones

All District owned telephones, including cell phones shall be considered electronic communication. Personal long distance/toll calls should not be charged to the District at any time.

D. Social Media

Departments and/or employees that use social media for official District purposes are responsible for complying with applicable federal, state, and local laws, regulations and policies, including these Personnel Policies. Use of social media shall follow the guidelines established by the District. No employee shall use personal social media in a manner which implies official District participation, uses documents or images obtained as part of their employment, or in a manner which is illegal, violates District policies or is contrary to the District's lawful interests.

E. Use of Electronic Mail

1. Generally
 - a. Do not amend any messages received and, except where specifically authorized by the other person, do not access any other person's in-box or other email folders nor send any email purporting to come from another person.
 - b. It is good practice to re-read and check an email before sending, including using a spell checking or grammatical checking program.
2. Business use
 - a. Each District email should be sent using the District email system and server and not from any personal account.
 - b. If the email message or attachment contains information which is time-critical, bear in mind that an email is not necessarily an instant communication and consider whether it is the most appropriate means of communication.
 - c. It may be appropriate to file a hard copy of any email (including any attachments) sent to or received, to a paper file for use and viewing by others. The same applies to all internal communications. Supervisor may determine the appropriateness of this action.

- d. All email shall be retained pursuant to the State of Utah retention schedule found at <http://archives.utah.gov/recordsmanagement/erm/email-guidelines.pdf>

3. Personal Use

- a. Electronic communication has been established for District business use and should not be used for personal, outside business or employment, or non-District related purposes. However, limited, occasional, or incidental use of electronic communications for personal, non-District purposes, is acceptable insofar that the use complies with District policy, does not interfere with the District's business activities, and as long as such use does not involve any of the following:
 - 1) Interference with existing District rules or policies;
 - 2) Disrupt or distract from the conduct of District business;
 - 3) Solicitation;
 - 4) A for profit personal business activity;
 - 5) Potential to harm the District;
 - 6) The subject pertains to an employee's secondary compensated jobs;
 - 7) Illegal activities;
 - 8) The display, storage or recording any kind of nude, obscene, pornographic, sexually explicit or other image or document intended to appeal to a prurient interest in sex.
- b. Personal email sent by employees using District email systems shall be retained in a separate email folder marked "Personal" should the employee wish to retain it after reading. Contact IT if you need guidance on how to set up and use a personal folder. All email contained in your inbox and your sent items box is deemed to be business communications.

Employees must ensure that personal email use:

- 1) Does not interfere with the performance of assigned duties;

- 2) Does not take priority over assigned work responsibilities;
 - 3) Is minimal and limited to taking place substantially outside of normal working hours (i.e. during any breaks which the employee may be entitled to or before or after normal hours of work);
 - 4) Does not cause unwarranted expense or liability to be incurred by the District;
 - 5) Does not have a negative impact on the District in any way;
 - 6) Is lawful and complies with this policy.
- c. Employees may delete personal email from the email system and are not required to follow any retention schedule. However, employees should know that backups may exist on the server and as such will be retained by the District.
- d. Employees shall be responsible for any charges arising from personal use of electronic communication services. Employees are expected to act responsibly and shall be subject to disciplinary action if this privilege is abused. By making personal use of District email systems, employees agree to abide by the conditions imposed for their use.

F. Use of Internet and Intranet

1. Employees shall not attempt to circumvent any filtering or content control of the internet and acknowledge that when visiting a website, information identifying your PC may be logged.
2. The internet and/or intranet shall be used for legitimate District purposes. Limited personal use is permitted subject to the same rules as are set out for personal email use in paragraph C of this Section. If personal use requires additional software to be installed onto your PC or other device, employees should submit a request to IT and receive approval before installing or connecting the device to District networks. This policy would carry over to any contract employee of District which uses personal equipment while on District sites or connected to District resources.
3. Employees should not use their District email address when using public websites for non-District purposes, such as online shopping.
4. Any employee who may require access to websites generally blocked by the District as part of their duties shall make the request to IT and shall have the express consent of the Fire Chief.

Employees shall not:

- a. Introduce packet-sniffing or password-detecting software;
- b. Seek to gain access to restricted areas of the District's network or access files for which they are not authorized;
- c. Access or try to access data which the employee knows or should know is confidential;
- d. Intentionally or recklessly introduce any form of spyware, computer virus or other potentially malicious software; nor
- e. Carry out any hacking activities;
- f. Participate in any internet chat room or post messages on any external website, including any message board or blog.

G. Misuse of District Equipment and Systems

1. Misuse of District equipment and systems, including its telephone, email and internet systems, in breach of this policy will be treated seriously. In particular, viewing, accessing, transmitting, posting, downloading or uploading any of the following materials in the following ways, or inappropriate use of any of District equipment may subject the offending employee to discipline up to and including termination:
 - a. Material which is sexist, racist, homophobic, xenophobic, pornographic, pedophilic or similarly discriminatory and/or offensive;
 - b. Offensive, obscene, derogatory or criminal material or material which is liable to cause embarrassment to the District or bring the reputation of the District and any of its elected officials or staff into disrepute;
 - c. Any defamatory material about any person or organization or material which includes statements which are untrue or of a deceptive nature;
 - d. Any material which, by intent or otherwise, harasses the recipient;
 - e. Any other statement which is designed to cause annoyance, inconvenience or anxiety to anyone;
 - f. Any material which violates the privacy of others or unfairly

criticizes or misrepresents others;

- g. Confidential information about an employee of the District;
- h. Any other intentional statement which is likely to create any liability (whether criminal or civil) for the District;
- i. Material in breach of copyright and/or other intellectual property rights;
- j. Any subversive statement or activity which seeks to undermine the authority or purpose of the District or any other federal, state or local governmental entity.
- k. Online gambling; or
- l. Unsolicited commercial or advertising material, chain letters or other junk mail of any kind.

H. System Security

1. Security of District systems is of paramount importance. As a governmental entity, the District owes a duty to the public to ensure that all transactions are kept confidential where required and free of outside interference. If at any time the District needs to rely in court on any information which has been stored or processed using District IT systems it is essential to demonstrate the integrity of those systems. Employees using the system take responsibility for the security implications surrounding their acts.
2. District systems or equipment must not be used in any way which may cause damage, or overloading or which may affect its performance or that of the internal or external network.
3. Keep all confidential information secure, use it only for the purposes intended and do not disclose it to any unauthorized third party.
4. Employees should keep system passwords safe. Do not disclose them to anyone. In the event assistance from IT is needed, a password change will be required.
5. Employees should not download or install software from external sources without having first received the necessary authorization from the IT provider.
6. Employees should always exercise caution when opening emails from unknown external sources or where, for any reason, an email appears

suspicious. The IT provider should be informed immediately in such circumstances.

I. Working Remotely

1. This policy applies to the use of District systems, on District owned laptops, tablets or other devices as well as employee owned computer equipment or other computer equipment whenever employees may use them when working on District business away from the regular office environment (working remotely).

Employees who may work remotely must:

- a. Password protect any work which relates to District business so that no other person can access the employee's work;
 - b. Position themselves so that work cannot be seen by any other person;
 - c. Take reasonable precautions to safeguard the security of District equipment, and keep passwords secret;
 - d. Inform law enforcement and IT (as appropriate) as soon as possible, but in any event no later than 24 hours after the fact, if any District owned equipment, has been lost or stolen; and
 - e. Ensure that any work done remotely is saved on the District system or is transferred to our system as soon as reasonably practicable.
2. Pocket computers, mobile phones and similar hand-held devices, external storage devices, and any internet based storage (cloud) are easily lost, stolen, or compromised, so employees must password-protect access to any such devices or services used by the employee.
 - a. Employees should not be in the practice of storing information produced as a District employee on a personal device or internet storage without giving access to the IT provider.

J. Personal Social Media, Blogs and Websites

1. This part of the policy and procedures in it apply to personal non-District content published on the internet even if created, updated, modified or contributed to outside of working hours or when using personal IT systems.
2. The District recognizes that employees may wish to publish content on the internet on their private time. Those activities should remain in the realm of private time and should not be done during regular working hours.

3. Employees who post any content to the internet, written, vocal or visual, which identifies, or could identify, them as a member of District staff and/or who discusses District work or anything related to the District or its business, elected officials or staff shall be expected, at all times, to conduct themselves appropriately and in a manner which is consistent with the District's Personnel Policies and Procedures. It should be noted that simply revealing name or a visual image of the employee could be sufficient to identify them as an individual who works for the District.
4. If an internet posting clearly identifies that the employee works for the District and expresses any idea or opinion which is not authorized by the District then a disclaimer such as "these are my own personal views and not those of the Park City Fire District" must be added.
5. The following matters shall be treated as gross misconduct capable of resulting in immediate termination.
 - a. Revealing confidential information obtained through employment with the District that would be considered protected or private as defined by the GRAMA statutes.
 - b. Information which would be considered criminal whether or not formal charges are filed.
 - c. Any information, photos or writing in which the District is identified and which is pornographic or obscene in nature.
6. Online publications which do not identify the author as an employee of the District and do not mention the District and are purely concerned with personal matters will normally fall outside the scope of this communications policy.

K. Privacy and Monitoring of Communications

1. Electronic information created and/or communicated using e-mail, word processing, utility programs, spreadsheets, voice mail, telephones, fax machines, electronic communication access, etc. is randomly monitored by the District. District personnel are on notice of the following:
 - a. The District routinely monitors usage patterns for both voice and data communications for cost analysis and electronic communication management (i.e., number called or site accessed, call length, call frequency, etc.)
 - b. All electronic information on District owned equipment is the property of the District, and users shall not have an expectation of

privacy in this regard. This includes but it not limited to data, facsimiles, texts, pictures, and e-mail and voice mail files. Employees should not assume electronic communications are private and confidential and should transmit private and sensitive information in other ways.

- c. The display of any kind of image or document on any District system which is sexually explicit, obscene, and pornographic or which is designed to appeal to the prurient interest in sex is a violation of the District's policy on sexual harassment. In addition, sexually explicit material shall not be archived, stored, distributed, edited or recorded using the District's network or computing resources.
- d. The District reserves the right, at its discretion, to review any user's electronic files/messages and usage to the extent necessary to ensure that electronic communication devices and services are being used in compliance with the law and District policy and may disclose the contents of any user's electronic files/messages and usage of electronic media and services for a business or legal purpose.
- e. The District may use independently supplied software and data to identify inappropriate or sexually explicit electronic communication sites. The District may block access from its networks to all such sites that it knows of. If an employee becomes connected accidentally to a site that contains sexually explicit or offensive material, the employee must disconnect from that site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program. The employee must also report that connection to the designated IT provider who shall keep a list of such reports.
- f. The District's electronic communication facilities and computing resources may not be used to knowingly violate the laws and regulations of the United States or the laws and regulations of any state, District, city or other local jurisdiction in any material way. Use of any District resources for illegal activity is grounds for immediate dismissal and the District will cooperate with any legitimate law enforcement agency.
- g. The District may restrict a user's time allotment for using electronic communication devices for business purposes should such use be excessive or extravagant.
- h. Anyone obtaining electronic access to other organizations' or

individuals' material must respect all applicable laws and shall not copy, retrieve, modify, or forward copyrighted materials except as expressly permitted by the copyright owner.

- i. Electronic communication access and usage by a District employee will be allowed only upon the approval of the Fire Chief.

K. Compliance with this Policy

The provision of electronic communication devices and services are at the discretion of the District and are a revocable privilege. Any District employee found to be abusing the privilege of District facilitated access to electronic communication devices or services shall be subject to disciplinary action up to and including dismissal.

ADDENDUM

DEFINITIONS

The following definitions shall apply throughout these policies and procedures, unless context clearly requires another meaning.

ADMINISTRATIVE EMPLOYEES: Those employees who are not Suppression Employees or required to be certified for or engaged in fire suppression activities as set forth in their job description.

ALLOCATION (OF POSITION): The official establishment of a position by the District, to hire an individual to perform a specified job as defined by a job description and assigned to an established pay range.

APPOINTING AUTHORITY: The Fire Chief of the Park City Fire Special Service District.

ASSISTANT CHIEF: The employee designated as the second in command after the Fire Chief.

BOARD: The Administrative Control Board of the Park City Fire Service District.

CHIEF: The Fire Chief or Chief Executive Officer of the District

CLASSIFICATION OR CLASS: A group of positions sufficiently similar in respect to duties performed, degree of supervision exercised or required, minimum requirements of training, experience, or skill, and other such inherent characteristics, that the same title and the same tests of fitness may be applied to each position in the group.

CLASSIFICATION PLAN: A plan for the internal valuation of all positions in the District with an appropriate title, pay grade and pay range.

CLASS SPECIFICATION: (also- Job Description), A description of the duties and responsibilities of each class of position within the District, and minimum qualifications required for the class of position including training and experience and other qualifications.

COMPENSATION PLAN: An approved salary scale for the District, including initial, intervening and maximum rates of pay for each class of position.

COMPTIME: Time off of work awarded in-lieu of cash for hours worked in excess of the regular work period. (*See* overtime provisions in Section 8 of these personnel policies and procedures.

DISTRICT: Park City Fire Special Service District

DEMOTION: A reduction in grade of an employee, for cause such as inefficiency, or for disciplinary reasons, from one position to another, either within the same class or to a different class having a lower entrance salary with a corresponding lowering of the employee's salary.

DISCRIMINATION: Action taken against an employee because of political or religious opinions or affiliations or because of race, color, religious creed, sex, national origin, age, military status, disability, sexual orientation, gender identification and with proper regard for constitutional rights.

DISMISSAL: The termination of employment of an employee.

DIVISION: A service area or function of the District which comes under the direct authority and supervision of the Fire Chief.

ELIGIBLE: An individual who is qualified for a position, benefits or privileges in the District under the provision of these policies and procedures.

FIRE CHIEF: (see CHIEF)

FURLOUGH: An uncompensated and undetermined period of time required of seasonal employees to be off the job between seasonal "high need" work periods.

FULL TIME EMPLOYEE: An employee who is required to work 40 hours per week or the equivalent of 40 hours per week for Suppression Employees.

GOVERNING BODY: means the elected governing body of the District.

JOB DESCRIPTION: A written statement describing the duties of a particular position, the minimum requirements needed to perform them and the essential functions of the job.

MERIT EXEMPT: An employee not afforded protection by these personnel policies and procedures. Employees hired to fill exempt positions serve "at (the) will" of the Fire Chief and may be terminated with or without cause at any time during the duration of their employment.

MERIT EMPLOYEE: Any person in the employ of the District who is hired in accordance with the provisions of these policies and procedures, and whose status cannot be affected except for cause or reduction-in-force after achieving regular status and are covered under the Fair Labor Standards Act.

MINIMUM QUALIFICATIONS: The requirements for training and experience, and other

qualifications, to be measured by written and/or oral examinations, or by performance tests and prescribed for a given class in the job specifications. Applicants with fewer than stated minimum qualifications are deemed ineligible or unqualified.

ORIENTATION PERIOD: An "at will" period of at least six (6) months for Administrative Employees and twelve (12) months for Suppression Employees, of regular employment or equivalent beginning with the date of appointment. The orientation period is considered the final step in the selection process prior to achieving regular employment status.

PERSONNEL DIRECTOR: The person designated by Summit County to oversee all Human Resource matters for the County and to oversee the personnel management of its Districts as specifically set forth in these policies...

POSITION: An office or employment in the District (whether part-time or full-time, temporary or regular, occupied or vacant) composed of specific duties.

PROMOTION: A change in status of an employee from a position in one class to a position in another class having a higher entrance salary or pay grade.

QUALIFYING EMPLOYEE: All full-time employees; and part-time employees working the equivalent of 30 hours per week (1560 hours annually) or more.

REASSIGNMENT: Means a change in classification of an employee, for administrative or other reasons not included in the definition of "Demotion," from a position in one class to a position in another class normally having a lower entrance salary which could result in a reduction in salary.

RECLASSIFICATION: Means a change from one classification to another classification (either higher or lower) having a different job specification without a change in salary.

REDUCTION-IN-FORCE: Any separation of an employee because of inadequate funds, change of workload, or lack of work, in which the District discontinues the use of the identifiable position occupied by such employee either by discontinuing the performance of the duties of such position or by distributing such duties among other existing positions.

REGULAR EMPLOYEE: An employee whose continued retention has been approved by the Fire Chief at the completion of an orientation period; either as a full-time or part-time employee.

REHIRE: The return to employment of a former employee who has resigned while in good standing, or who has been separated from the District without prejudice or cause.

REINSTATEMENT: The resumption of employment of an employee who has been on leave of absence with or without pay.

RESIGNATION: The termination of employment at the request of the employee.

SALARY ADJUSTMENT: A change in the rate of pay for an employee to conform with the approved classification or compensation plan.

SALARY INCREASE: An increase in salary of one or more steps within a grade of the compensation plan.

SUPERVISORS: Fire Chief, Assistant Fire Chiefs, Battalion Chiefs and Captains

SUPPRESSION EMPLOYEE: All employees who are considered “first responders” and are required to engage in fire suppression activities more than 20% of the time and are required to wear a protective mask as part of their job description.

SUSPENSION: A forced leave of absence without pay for a period not to exceed 60 calendar days in any one year.

TEMPORARY EMPLOYEE: Shall not work in excess of 29 hours per week, or 320 hours in succession. Temporary employees cannot work in excess of 29 hours per week or 320 hours in succession without a 90 day rest period.

TRANSFER: (Interdepartmental) Defined as a move from one District division to another and should not be confused with managerial functions of moving personnel from one section to another within the same division by promotion, demotion or reassignment