

Staff Report: New Furnace Needed & new A/C for Station #23

Date: 05/24/2023

To: ACB

Subject: Recommendation for New Furnace and AC Unit for Fire Station #23

Introduction:

Fire Station #23 needs a furnace update and new A/C unit for its living quarters. Now that we have firefighters living in Wanship 24/7 – 365 we need an A/C unit for the living quarters. The current furnace, which is beyond its intended life span, is 29 years old. HVAC companies are advising against adding a new A/C unit to such an old furnace. This report aims to provide a recommendation for the replacement of the furnace and add an A/C unit based on the provided estimate. Which is only one of 2 estimates that is intended to receive.

Recommendation:

Following the North Summit Fire Districts Purchasing and Procurement Policy and in conjunction with our Board member over Finance, Ari Ioannides. We have decided to replace the old furnace and add a new A/C to the Wanship fire station #23. Ryan Stack has suggested that we treat this as an intermediate purchase that is within our purchasing policy:

<u>Category</u>	<u>Limitation</u>	<u>Authorization</u>
- Intermediate purchase	-\$5,000 to \$25,000	-General Manager

After reviewing the estimate provided by Performance Air, and while still awaiting the second quote; it is recommended that the North Summit Fire Service District proceed with the installation of the new furnace and A/C unit at Fire Station #23. The estimated cost for the required equipment and installation is \$10,493.00 on the 1<sup>st</sup> quote. Below is the following analysis of the 1<sup>st</sup> quote:

**Performance Air**

The estimate includes the following items:

1. Equipment: Carrier 13 Seer A/C 24ABB - 3.5 TON Capacity

- Quantity: 1
- Rate: \$5,311.00
- Amount: \$5,311.00

2. Equipment: Carrier 59STA Single Stage Gas Furnace

- Quantity: 1
- Rate: \$4,857.00
- Amount: \$4,857.00

3. Custom Amount: Power from Siemens Electrical panel complete to A/C Unit

- Quantity: 1
- Rate: \$325.00
- Amount: \$325.00

The estimate from Performance Air provides a comprehensive solution for both the A/C unit and furnace replacement. The Carrier 13 Seer A/C 24ABB is recommended for its efficiency and compatibility with R410-A refrigerant. With a 3.5 TON capacity, it should effectively cool the living quarters at Fire Station #23. The Carrier 59STA single-stage gas furnace is a suitable choice for its performance and reliability.

Additionally, the estimate includes the cost of providing power from the Siemens electrical panel to the new AC unit. This ensures a proper electrical connection and compatibility with the station's existing electrical infrastructure.

Conclusion:

Given the age of the current furnace and the HVAC companies' recommendation against adding a new A/C unit to it, it is necessary to replace both the furnace and the A/C unit at Fire Station #23. The estimate provided by Performance Air outlines the required equipment and installation cost, while still awaiting a second quote. The total estimated cost of \$10,493.00 seems reasonable and provides a comprehensive solution to address the heating and cooling needs of the station's living quarters.

It is recommended that the North Summit Fire Service District finishes the 2<sup>nd</sup> quote and then proceeds with the purchase and installation of the new furnace and A/C unit as outlined.



3513 Eurasian Crane Rd  
 Clinton, UT 84015 US  
 (801) 828-8270  
 performanceair@gmail.com

**ADDRESS**

Ben N  
 North Summit Fire Service  
 District  
 2000 S Hoytsville Rd.  
 Hoytsville, Utah 84017

**Estimate 1271**

**DATE 05/24/2023**

ACTIVITY	QTY	RATE	AMOUNT
<b>equipment:Carrier 13 Seer A/C 24ABB</b> Carrier 13 seer single stage air conditioner with R410-A refrigerant and complete installation 3.5 TON Capacity	1	5,311.00	5,311.00
<b>equipment:Carrier 59STA</b> Carrier 59STA Single stage gas furnace with complete installation	1	4,857.00	4,857.00
<b>Custom Amount</b> Power from Siemens Electrical panel complete to A/C Unit	1	325.00	325.00

**TOTAL \$10,493.00**

Accepted By

Accepted Date

## **Public Comment Instructions**

If you would like to make public comment, please email [publiccomments@northsummitfire.org](mailto:publiccomments@northsummitfire.org) by 12:00p.m. on the day of the meeting. Your comments will be made part of the meeting record.

If you are participating via Zoom, and wishing to interact with the Board during the public comment, please:

1. Go to <https://us02web.zoom.us/j/82555909958>
2. Enter meeting ID: 825 5590 9958
3. Type in your full name, so you are identified correctly.
4. Set up your audio preferences.
5. You will be muted upon entering the meeting.
6. If you would like to comment, press the “Raise Hand” button at the bottom of the chat window.
7. When it is your turn to comment, the moderator will unmute your microphone. You will then be muted again after you are done speaking.

# Minutes

North Summit Fire Service District  
Administrative Control Board  
Regular Meeting  
Executive Conference Room  
60 N Main St  
Coalville, UT 84017  
**April 13, 2023**

1 Chair Armstrong called the meeting to order at 6:04PM

2 **Board Members Present**

3 Chair Roger Armstrong  
4 Vice Chair Jim Rees  
5 Louise Willoughby  
6 Chris Robinson – Electronic  
7 Ari Ioannides – Electronic  
8 Don Donaldson – Absent

**Staff Present**

Ben Nielson, Fire Chief  
Tyler Rowser, District Clerk  
Ryan Stack, Deputy County Attorney -  
Electronic

**Public Present**

Alex Hall - Electronic

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11 **Item 2 Roll Call**

12 A quorum was present.

13 **Item 3 Pledge of Allegiance**

14 Chair Armstrong lead the board and public in the pledge of allegiance.

15 **Item 4 Closed session in compliance with Utah Code §52-4-205(1) as**  
16 **needed, to discuss:**

- 17 a. Purchase, exchange, or lease of real property
- 18 b. Pending or reasonably imminent litigation
- 19 c. Personnel – to discuss the character, competence, or physical or mental  
20 health of an individual

21 No closed meeting was called.

22 **Item 5 Reconvene in Open Meeting**

23  
24 **Item 6 Work Session**

- 25  
26 a. **Discussion of the Impact Fee Analysis (IFA)**  
27 The chef went over what the IFA is. Alex Hall from Zions Bank  
28 discussed how the fees are formulated and answered the board's  
29 questions.
- 30 b. **Discussion of the changes to the Open and Public Meetings Act**  
31 **and requirement for the district to adopt rules of order for**  
32 **meetings.**  
33 Clerk Rowser and Attorney Stack went over the changes and what is  
34 now needed to comply with the rules of order. The board directed staff

35 to refine the rules of board and to bring it back for final resolution at  
36 the next meeting.

37 **c. Chief's Report. Discussion of current operational status.**

38 Chief Nielson went over his report and what the calls are that we have  
39 been having, and how things are changing with the new staffing.

40 **Item 7 Consideration of Approval**

41

42 **a. Election of District Treasurer**

43 Board Member Willoughby motioned to nominate Board Member Ari  
44 Ioannides as the new District Treasurer, Vice Chair Rees seconded the  
45 motion, a roll call vote was called,

46 Board Member Willoughby *Aye*

47 Board Member Robinson *Aye*

48 Board Member Ioannides *Aye*

49 Vice Chair Rees *Aye*

50 Chair Armstrong *Aye*

51 Motion passed.

52 **b. Appoint signers to the Zions Bank Checking Account and  
53 Public Treasurers Investment Fund**

54 Board Member Robinson motioned to appoint Louise Willoughby, Ari  
55 Ioannides, reappoint Roger Armstrong and Benjamin Nielson as  
56 signers on the Zions Bank Checking Account and Public Treasurers  
57 Investment Fund and remove Mike Novak from both accounts, Vice  
58 Chair Rees seconded the motion, a vote was called, all ayes, motion  
59 passed.

60 **c. Discussion and possible scheduling of a special meeting for the  
61 impact fee analysis public hearing.**

62 No action taken

63 **d. Review and possible approval of Accounts Payable.**

64 Board Member Willoughby motioned to approve the accounts payable,  
65 Vice Chair Rees Seconded the motion, a vote was called, all ayes,  
66 motion passed.

67 **e. Review and possible approval of the meeting minutes of; March  
68 9, 2023**

69 Treasurer Ioannides motioned to approve the minutes of March 9,  
70 2023, Vice Chair Rees seconded the motion, a vote was called, all ayes,  
71 motion passed.

72

73 **Chair Armstrong opened the floor for any public comment.**

74 No public comment was made.

75

76

77

78 **Item 8 Board Comments.**

79 Board Member Robinson asked about the recruitment of a new board  
80 member. Chair Armstrong stated that County staff has started the  
81 advertising and that will be going to the county council sometime after May  
82 10<sup>th</sup>.

83 **Item 9 Adjourn.**

84 Board Member Willoughby motioned to adjourn, Vice Chair Rees seconded  
85 the motion, a vote was called, all ayes, adjourned at 7:15PM

86

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# Minutes

North Summit Fire Service District  
Administrative Control Board  
Regular Meeting  
Executive Conference Room  
60 N Main St  
Coalville, UT 84017  
May 11, 2023

1 Chair Armstrong called the meeting to order at 6:03PM

2 **Board Members Present**

3 Chair Roger Armstrong – Electronic  
4 Vice Chair Jim Rees  
5 Ari Ioannides – Electronic  
6 Louise Willoughby – Absent  
7 Chris Robinson – Absent  
8 Don Donaldson

**Staff Present**

Ben Nielson, Fire Chief  
Tyler Rowser, District Clerk  
Ryan Stack, Deputy County Attorney -  
Electronic

**Public Present**

Susie Becker – Electronic  
Michelle – Electronic

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13 **Item 2 Roll Call**

14 A quorum was present.

15 **Item 3 Closed session in compliance with Utah Code §52-4-205(1) as**  
16 **needed, to discuss:**

- 17 a. Purchase, exchange, or lease of real property  
18 b. Pending or reasonably imminent litigation  
19 c. Personnel – to discuss the character, competence, or physical or mental  
20 health of an individual

21 No closed meeting was called.

22 **Item 4 Reconvene in Open Meeting**

23

24 **Item 5 Pledge of Allegiance**

25 Vice Chair Rees lead the board and public in the pledge of allegiance.

26 **Item 6 Work Session**

27

- 28 a. **Review and Discussion of the Quarter 1 2023 District**  
29 **Financials.**

30 The board reviewed the quarterly financial report.

31

- 32 b. **Chief's Report. Discussion of current operational status.**



33 Chief Nielson went over the calls YTD. Chief Nielson stated that the  
34 draft EMS study is out, and he would talk with any board members on  
35 the side if they had any questions.  
36

37 **Item 7 Public Input**

38 No public comment was made.  
39

40 **Item 8 Consideration of Approval**

41  
42 **a. Discussion, Public Hearing, and possible adoption of**  
43 **Resolution 2023-01 A Resolution Adopting an Impact Fee**  
44 **Analysis and Imposing Impact Fees, Providing for the**  
45 **Calculation and Collection of Such Fees, Providing for Appeal,**  
46 **Accounting, and severability of the same, and other related**  
47 **matters.**

48 Chair Armstrong opened the public hearing at 6:10PM and no public  
49 comment was made. Chair Armstrong closed the public hearing at  
50 6:11PM.

51 Vice Chair Rees motioned to adopt resolution 2023-01 Board Member  
52 Donaldson seconded the motion, a vote was called, all ayes, motion  
53 passed.  
54

55 **b. Discussion, and possible adoption of Resolution 2023-02 A**  
56 **Resolution Adopting Rules of Order and Procedure for**  
57 **Administrative Control Board Meetings.**

58 The board reviewed the proposed changes to the rules of order and  
59 procedure.

60 Treasurer Ioannides motioned to adopt Resolution 2023-02, Board  
61 Member Donaldson seconded the motion, a vote was called, all ayes,  
62 motion passed.  
63

64 **c. Discussion and possible adoption of Resolution 2023-03 A**  
65 **Public Entity Resolution for the Office of the State Treasurer**  
66 **Public Treasurers Investment Fund Change.**

67 Vice Chair Rees motioned to adopt Resolution 2023-03, Board Member  
68 Donaldson seconded the motion, a vote was called, all ayes, motion  
69 passed.  
70

71 **d. Review, Discussion and Possible recommendation to the**  
72 **Summit County Council of changes to Section 5, 6, 8, & 11 of**  
73 **the personnel Polices.**

74 The board discussed the proposed changes to the personnel policies.

75 Treasurer Ioannides motioned to recommend the changes to the  
76 personal polices for approval by the County Council, Vice Chair Rees  
77 seconded the motion, a vote was called, all ayes, motion passed.  
78

79 e. **Discussion and possible approval of surplus property.**

80 Board Member Donaldson motioned to approve the surplus property as  
81 outlined in the staff report and to deposit the money into the capital  
82 fund, Treasurer Ioannides seconded the motion, a vote was called, all  
83 ayes, motion passed.  
84

85 f. **Review and possible approval of Accounts Payable.**

86 Vice Chair Rees motioned to approve the accounts payable, Treasurer  
87 Ioannides seconded the motion, a vote was called, all ayes, motion  
88 passed. After approval Treasurer Ioannides stated that it looked like  
89 some credit card items were missing, Clerk Rowser said he would  
90 rerun the report and bring it back next month.

91 g. **Review and possible approval of the meeting minutes of; April  
92 13, 2023**

93 Tabled to next meeting.

94 **Item 9 Board Comments.**

95 No board comments were made.  
96

97 **Item 10 Chief Comments.**

98 Chief Nielson mentioned that the county has moved to a new minute keeping  
99 system called Granicus and would like to explore if the District could use it. Chief  
100 Nielson also mentioned that we have been staffing 2 stations on a consistent basis,  
101 but we still need more part-time employees.  
102

103 **Item 11 Adjourn.**

104 Vice Chair Rees motioned to adjourn, Board Member Donaldson seconded the  
105 motion, a vote was called, all ayes, Adjourned at 6:56PM

**DRAFT**

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## North Summit Fire District Expenses by Vendor Detail April 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
<b>8X8 Inc</b>							
Credit Card Charge	04/03/2023		PBX TELEPH...	6509.1 · Telephone		2020.3 · Utility ...	189.23
Total 8X8 Inc							189.23
<b>Adobe Acropro</b>							
Credit Card Charge	04/06/2023		ADOBE SUB...	6519 · Subscriptions...		2020.2 · Mike's...	257.03
Total Adobe Acropro							257.03
<b>All West Communications</b>							
Bill	04/01/2023	383100	TELEPHONE ...	6509.1 · Telephone		2012 · Account...	198.36
Bill	04/01/2023	383100	INTERNET S...	6509.2 · Internet		2012 · Account...	321.30
Total All West Communications							519.66
<b>Alpine Cleaning &amp; Restoration Specialists</b>							
Bill	04/19/2023	SI44473	HENEFER R...	6510 · Building and ...		2012 · Account...	30,712.33
Total Alpine Cleaning & Restoration Specialists							30,712.33
<b>Amazon Business</b>							
Bill	04/05/2023	1MGP...	DOOR CLOS...	6510 · Building and ...		2012 · Account...	178.00
Bill	04/14/2023	1LD7X...	CLEANING S...	6510 · Building and ...		2012 · Account...	122.91
Bill	04/25/2023	1TV6K...	WEB CAM F...	6515 · Minor Equipm...		2012 · Account...	69.66
Total Amazon Business							370.57
<b>Ameritas Life Insurance Corp</b>							
Bill	04/01/2023	010-6...	VISION INSU...	2400.9 · Benefits Acc...		2012 · Account...	94.84
Total Ameritas Life Insurance Corp							94.84
<b>BRD Pest Solutions</b>							
Credit Card Charge	04/19/2023		PEST CONT...	6510 · Building and ...		2020.3 · Utility ...	149.99
Total BRD Pest Solutions							149.99
<b>ChatGPT</b>							
Credit Card Charge	04/28/2023		CHEIFS CHA...	6519 · Subscriptions...		2020.3 · Utility ...	21.43
Total ChatGPT							21.43
<b>Cliffs Tunner Wash</b>							
Credit Card Charge	04/24/2023		CHIFS TRUC...	6512 · Fleet Mainten...		2020.3 · Utility ...	24.99
Total Cliffs Tunner Wash							24.99
<b>Convergent Technologies LLC</b>							
Bill	04/25/2023	W156...	FIX DOOR T...	6510 · Building and ...		2012 · Account...	525.00
Total Convergent Technologies LLC							525.00

## North Summit Fire District Expenses by Vendor Detail April 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
<b>Deseret News</b>							
Bill	04/24/2023	2023C...	PUBLIC NOTI...	6519 · Subscriptions...		2012 · Account...	111.68
Total Deseret News							111.68
<b>Dive Rescue International, Inc</b>							
Bill	04/10/2023	INV19...	Ice Rescue C...	6516 · Training Expe...		2012 · Account...	150.00
Bill	04/10/2023	INV19...	FREIGHT	6516 · Training Expe...		2012 · Account...	29.94
Total Dive Rescue International, Inc							179.94
<b>Dominion Energy</b>							
Bill	04/04/2023	59936...	GAS SERVIC...	6509.4 · Gas		2012 · Account...	448.80
Bill	04/05/2023	74160...	GAS SERVIC...	6509.4 · Gas		2012 · Account...	998.97
Bill	04/05/2023	42348...	GAS SERVIC...	6509.4 · Gas		2012 · Account...	391.24
Total Dominion Energy							1,839.01
<b>Fuel Network</b>							
Bill	04/04/2023	F2309...	FUEL	6511 · Fuel		2012 · Account...	1,879.49
Total Fuel Network							1,879.49
<b>Google</b>							
Credit Card Charge	04/01/2023		EMAILS	6509.3 · Email		2020.3 · Utility ...	25.71
Total Google							25.71
<b>Habitat for Humanity</b>							
Credit Card Charge	04/11/2023		KITCHEN TA...	6510 · Building and ...		2020.1 · Tyler's...	115.00
Total Habitat for Humanity							115.00
<b>Health Equity</b>							
Check	04/03/2023	ACH	PAYROLL EN...	2400.9 · Benefits Acc...		1001 · Zions B...	81.52
Check	04/11/2023	ACH	PLAN ADMIN ...	2400.9 · Benefits Acc...		1001 · Zions B...	10.00
Check	04/17/2023	ACH	PAYROLL EN...	2400.9 · Benefits Acc...		1001 · Zions B...	413.04
Total Health Equity							504.56
<b>Home Depot</b>							
Credit Card Charge	04/11/2023			6510 · Building and ...		2020.4 · Ben's ...	197.22
Credit Card Charge	04/19/2023		LIGHT BULBS	6510 · Building and ...		2020.1 · Tyler's...	14.98
Credit Card Charge	04/19/2023		CONCRETE ...	6510 · Building and ...		2020.1 · Tyler's...	29.97
Credit Card Charge	04/19/2023		CORD PLUG ...	6510 · Building and ...		2020.1 · Tyler's...	19.86
Credit Card Charge	04/19/2023		LIGHT FIXTU...	6510 · Building and ...		2020.1 · Tyler's...	2.68
Total Home Depot							264.71

## North Summit Fire District Expenses by Vendor Detail April 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
<b>Meems' Apparel Decoration</b>							
Bill	04/20/2023	13399	PLOL SHIRT...	6513 · PPE / Equip...		2012 · Account...	76.34
Total Meems' Apparel Decoration							76.34
<b>Moore's Tire &amp; Service Express</b>							
Bill	04/21/2023	DR10...	STATE VEHI...	6512 · Fleet Mainten...		2012 · Account...	958.25
Total Moore's Tire & Service Express							958.25
<b>Paylogics</b>							
Check	04/13/2023	ACH	PAYROLL EN...	2500 · Accrued salar...		1001 · Zions B...	32,796.44
Check	04/27/2023	ACH	PAYROLL EN...	2500 · Accrued salar...		1001 · Zions B...	41,029.37
Total Paylogics							73,825.81
<b>Peopletrial</b>							
Bill	04/01/2023	58989	BACKGROU...	6506 · Background ...		2012 · Account...	251.97
Total Peopletrial							251.97
<b>Republic Service</b>							
Bill	04/26/2023	08640...	TRASH SERV...	6510.1 · Trash		2012 · Account...	106.86
Bill	04/26/2023	08640...	TRASH SERV...	6510.1 · Trash		2012 · Account...	141.29
Total Republic Service							248.15
<b>Rocky Mountain Power</b>							
Bill	04/03/2023	34582...	POWER SER...	6509.5 · Power		2012 · Account...	470.51
Bill	04/04/2023	35247...	POWER SER...	6509.5 · Power		2012 · Account...	127.13
Total Rocky Mountain Power							597.64
<b>Skaggs Public Safety Uniforms</b>							
Bill	04/03/2023	169169	R. SMITH UNI...	6513 · PPE / Equip...		2012 · Account...	522.19
Bill	04/13/2023	171116	T. WHITING ...	6513 · PPE / Equip...		2012 · Account...	469.54
Total Skaggs Public Safety Uniforms							991.73
<b>Summit County Health Insurance</b>							
Bill	04/01/2023	APRIL...	APRIL HEALT...	2400.9 · Benefits Acc...		2012 · Account...	8,582.00
Bill	04/01/2023	APRIL...	APRIL DENT...	2400.9 · Benefits Acc...		2012 · Account...	652.00
Total Summit County Health Insurance							9,234.00
<b>Summit Merc.</b>							
Bill	04/01/2023	01135...	STATION SU...	6510 · Building and ...		2012 · Account...	32.62
Bill	04/14/2023	02154...	STATION SU...	6510 · Building and ...		2012 · Account...	26.58
Bill	04/18/2023	02154...	GRAGE DOO...	6510 · Building and ...		2012 · Account...	11.78
Total Summit Merc.							70.98

## North Summit Fire District Expenses by Vendor Detail April 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
<b>Sun Life</b>							
Bill	04/14/2023	24684...	LIFE INSURA...	2400.9 · Benefits Acc...		2012 · Account...	542.20
Total Sun Life							542.20
<b>Symbolarts Arts LLC</b>							
Bill	04/20/2023	364360	FIREFIGHTE...	6513 · PPE / Equip...		2012 · Account...	3,120.00
Total Symbolarts Arts LLC							3,120.00
<b>URS</b>							
Check	04/04/2023	ACH	PAYROLL EN...	2400.9 · Benefits Acc...		1001 · Zions B...	3,562.75
Check	04/17/2023	ACH	PAYROLL EN...	2400.9 · Benefits Acc...		1001 · Zions B...	4,485.69
Total URS							8,048.44
<b>Utah Local Governments Trust</b>							
Bill	04/10/2023	12830...	WORKERS C...	6501 · Insurance		2012 · Account...	22,069.04
Total Utah Local Governments Trust							22,069.04
<b>Utah State Fire Chief</b>							
Credit Card Charge	04/25/2023		STATE CHIE...	6519 · Subscriptions...		2020.4 · Ben's ...	100.00
Total Utah State Fire Chief							100.00
<b>Verizon Wireless</b>							
Bill	04/01/2023	99313...	LIFEPACK D...	6509.2 · Internet		2012 · Account...	50.10
Bill	04/01/2023	99314...	IPAD SERVICE	6509.2 · Internet		2012 · Account...	82.12
Total Verizon Wireless							132.22
<b>Wanship Irrigation Company #2</b>							
Bill	04/05/2023	197	IRRIGATION ...	6509.6 · Water		2012 · Account...	135.00
Total Wanship Irrigation Company #2							135.00
<b>Waxie Sanitary Supply</b>							
Bill	04/01/2023	81584...	CLEANING S...	6510 · Building and ...		2012 · Account...	102.80
Total Waxie Sanitary Supply							102.80
<b>Whites Auto Parts</b>							
Bill	04/05/2023	357530	ANTIFREZE	6512 · Fleet Mainten...		2012 · Account...	17.98
Bill	04/10/2023	357766	BATTERIES ...	6512 · Fleet Mainten...		2012 · Account...	382.94
Bill	04/25/2023	358419	HOSE CLAMP	6512 · Fleet Mainten...		2012 · Account...	15.07
Total Whites Auto Parts							415.99

**North Summit Fire District  
Expenses by Vendor Detail  
April 2023**

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Type	Date	Num	Memo	Account	Clr	Split	Amount
Zions Bank Public Financial Services Bill	04/04/2023	6782	IMPACT FEE ...	6505 · Contract Serv...		2012 · Account...	1,491.50
Total Zions Bank Public Financial Services							1,491.50
<b>TOTAL</b>							<b>160,197.23</b>

## North Summit Fire District Expenses by Vendor Detail May 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
<b>8X8 Inc</b>							
Credit Card Ch...	05/03/2023		PBX Phone System	6509.1 · Telepho...		2020.3 · Utili...	178.20
Total 8X8 Inc							178.20
<b>All West Communications</b>							
Bill	05/01/2023	383100	TELEPHONE SERVICE	6509.1 · Telepho...		2012 · Acco...	186.29
Bill	05/01/2023	383100	INTERNET SERVICE	6509.2 · Internet		2012 · Acco...	321.30
Total All West Communications							507.59
<b>Amazon Business</b>							
Bill	05/04/2023	1DT4...	STATION SUPPLIES F...	6510 · Building a...		2012 · Acco...	460.61
Bill	05/23/2023	14FM...	Cleaning Supplies	6510 · Building a...		2012 · Acco...	355.42
Total Amazon Business							816.03
<b>Ameritas Life Insurance Corp</b>							
Bill	05/17/2023	0106...	VISION INSURANCE	2400.9 · Benifits ...		2012 · Acco...	103.20
Total Ameritas Life Insurance Corp							103.20
<b>Ashley Homestore</b>							
Credit Card Ch...	05/11/2023		2 BEDS 6 RECLINERS	6510 · Building a...		2020.4 · Be...	4,279.88
Credit Card Ch...	05/11/2023		Beds	6510 · Building a...		2020.1 · Tyl...	1,879.60
Total Ashley Homestore							6,159.48
<b>Battle boards</b>							
Credit Card Ch...	05/11/2023		Battle Boards for Fire Ops	6513 · PPE / Eq...		2020.3 · Utili...	161.85
Total Battle boards							161.85
<b>ChatGPT</b>							
Credit Card Ch...	05/28/2023		ChatGPT	6519 · Subscripti...		2020.3 · Utili...	21.43
Total ChatGPT							21.43
<b>Cliffs Tunner Wash</b>							
Credit Card Ch...	05/24/2023		CAR WASH	6512 · Fleet Mai...		2020.3 · Utili...	24.99
Total Cliffs Tunner Wash							24.99
<b>Colonial Flag</b>							
Bill	05/25/2023	0293...	NEW FLAGS FOR THE ...	6510 · Building a...		2012 · Acco...	186.00
Total Colonial Flag							186.00
<b>Dominion Energy</b>							
Bill	05/03/2023	7416...	GAS SERVICE STA 21	6509.4 · Gas		2012 · Acco...	487.18
Bill	05/03/2023	7234...	GAS SERVICE STA 23	6509.4 · Gas		2012 · Acco...	272.46
Bill	05/03/2023	5993...	GAS SERVICE STA 22	6509.4 · Gas		2012 · Acco...	344.50
Total Dominion Energy							1,104.14
<b>Fuel Network</b>							
Bill	05/05/2023	F231...	FUEL	6511 · Fuel		2012 · Acco...	1,524.48
Total Fuel Network							1,524.48
<b>Google</b>							
Credit Card Ch...	05/01/2023		EMAIL	6509.3 · Email		2020.3 · Utili...	25.71
Total Google							25.71
<b>Health Equity</b>							
Check	05/01/2023	ACH	PAYROLL ENDING 04....	2400.9 · Benifits ...		1001 · Zions...	444.29
Check	05/09/2023	ACH	ADMIN FEE	2400.9 · Benifits ...		1001 · Zions...	10.00
Check	05/15/2023	ACH	PAYROLL ENDING 04....	2400.9 · Benifits ...		1001 · Zions...	823.04
Check	05/30/2023	ACH	PAYROLL ENDING 05....	2400.9 · Benifits ...		1001 · Zions...	823.04
Total Health Equity							2,100.37



## North Summit Fire District Expenses by Vendor Detail May 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
<b>Moore's Chevron and Towing LLC</b>							
Bill	05/17/2023	29742	TOW E21 BACK FROM ...	6512 · Fleet Mai...		2012 · Acco...	600.00
Total Moore's Chevron and Towing LLC							600.00
<b>Paylogics</b>							
Check	05/11/2023	ACH	PAYROLL ENDING 04....	2500 · Accrued s...		1001 · Zions...	40,159.99
Check	05/25/2023	ACH	PAYROLL ENDING 05....	2500 · Accrued s...		1001 · Zions...	42,561.19
Total Paylogics							82,721.18
<b>Peopletrial</b>							
Bill	05/01/2023	59351	1 BACK GROUND CHE...	6506 · Backgrou...		2012 · Acco...	92.73
Total Peopletrial							92.73
<b>Post Master</b>							
Credit Card Ch...	05/15/2023		Stamps	6519 · Subscripti...		2020.1 · Tyl...	28.68
Credit Card Ch...	05/17/2023		Stamps	6519 · Subscripti...		2020.1 · Tyl...	25.20
Total Post Master							53.88
<b>Reliance Standard Life Insurance Company</b>							
Bill	05/01/2023	1360...	LIFE INSURANCE	2400.9 · Benifits ...		2012 · Acco...	105.60
Bill	05/14/2023	1360...	DENTAL ADMIN FEE	2400.9 · Benifits ...		2012 · Acco...	49.28
Total Reliance Standard Life Insurance Company							154.88
<b>Rocky Mountain Power</b>							
Bill	05/01/2023	3564...	POWER SERVICE STA...	6509.5 · Power		2012 · Acco...	221.28
Bill	05/02/2023	3458...	POWER SERVICE STA...	6509.5 · Power		2012 · Acco...	460.73
Bill	05/03/2023	3524...	POWER SERVICE STA...	6509.5 · Power		2012 · Acco...	96.00
Total Rocky Mountain Power							778.01
<b>Skaggs Public Safety Uniforms</b>							
Bill	05/01/2023	173761	T. BARBER UNIFORMS	6513 · PPE / Eq...		2012 · Acco...	705.58
Bill	05/17/2023	176395	Uniforms	6513 · PPE / Eq...		2012 · Acco...	199.94
Total Skaggs Public Safety Uniforms							905.52
<b>Summit County Health Insurance</b>							
Bill	05/01/2023	HEAL...	HEALTH INSURANCE	2400.9 · Benifits ...		2012 · Acco...	8,582.00
Bill	05/01/2023	DENT...	DENTAL INSURANCE	2400.9 · Benifits ...		2012 · Acco...	358.00
Total Summit County Health Insurance							8,940.00
<b>Summit Merc.</b>							
Bill	05/01/2023	0215...	Drill Bit	6515 · Minor Eq...		2012 · Acco...	15.27
Bill	05/09/2023	0215...	Restroom Supplies	6512 · Fleet Mai...		2012 · Acco...	20.48
Total Summit Merc.							35.75
<b>Sun Life</b>							
Bill	05/17/2023	2468...	LIFE INSURNACE	2400.9 · Benifits ...		2012 · Acco...	657.51
Total Sun Life							657.51
<b>Tractor Supply</b>							
Credit Card Ch...	05/25/2023		Riding Lawn Mower	6515 · Minor Eq...		2020.4 · Be...	3,949.98
Total Tractor Supply							3,949.98
<b>URS</b>							
Check	05/01/2023	ACH	PAYROLL ENDING 04....	2400.9 · Benifits ...		1001 · Zions...	5,245.96
Check	05/15/2023	ACH	PAYROLL ENDING 04....	2400.9 · Benifits ...		1001 · Zions...	5,492.19
Check	05/30/2023	ACH	PAYROLL ENDING 05....	2400.9 · Benifits ...		1001 · Zions...	6,081.91
Total URS							16,820.06

## North Summit Fire District Expenses by Vendor Detail May 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
<b>Verizon Wireless</b>							
Bill	05/01/2023	9933...	LIFEPACK DATA SERV...	6509.2 · Internet		2012 · Acco...	50.04
Bill	05/03/2023	9933...	IPAD DATA SERVICE	6509.2 · Internet		2012 · Acco...	82.12
Total Verizon Wireless							132.16
<b>Waxie Sanitary Supply</b>							
Bill	05/23/2023	8173...	Cleaning Supplies	6510 · Building a...		2012 · Acco...	110.35
Bill	05/23/2023	8173...	Cleaning Supplies	6510 · Building a...		2012 · Acco...	94.28
Total Waxie Sanitary Supply							204.63
<b>Whites Auto Parts</b>							
Bill	05/10/2023	359202	AIR FILTER AND THER...	6512 · Fleet Mai...		2012 · Acco...	75.60
Bill	05/10/2023	359177	GLOW PLUG AND COU...	6512 · Fleet Mai...		2012 · Acco...	29.69
Bill	05/11/2023	359232	GAS CAP	6512 · Fleet Mai...		2012 · Acco...	5.60
Bill	05/19/2023	359735	TURN SIGNAL LIGHT	6512 · Fleet Mai...		2012 · Acco...	4.30
Bill	05/25/2023	360044	2 NEW BATTERIES AN...	6512 · Fleet Mai...		2012 · Acco...	286.24
Credit	05/26/2023	360108	Core Deposit	6512 · Fleet Mai...		2012 · Acco...	-36.00
Bill	05/31/2023	360275	Air Filter	6512 · Fleet Mai...		2012 · Acco...	110.05
Total Whites Auto Parts							475.48
<b>TOTAL</b>							<b>129,435.24</b>

North Summit Fire District

Staff Report: Addition of Paid Time Off (PTO) Section to North Summit Fire District Personnel Policies

Date: June 6, 2023

Subject:

Executive Summary:

The purpose of this staff report is to propose the addition of a new section on Paid Time Off (PTO) to the existing North Summit Fire District Personnel Policies. This addition aims to enhance employee retention and attract new and existing firefighters to join and continue working with the fire district. This report presents the benefits and justifications for implementing a comprehensive PTO policy.

Paid Time Off is a valuable and widely recognized benefit that supports employee well-being, work-life balance, job satisfaction, and mental health. The current North Summit Fire District Personnel Policies lack specific provisions regarding PTO, resulting in inconsistencies and a potential deterrent to attracting and retaining qualified firefighters. Or even grey areas when presented with an employee mental health problem for time off. By implementing a clear and comprehensive PTO policy, we can address this gap and improve overall employee satisfaction, while also aligning our practices with industry standards.

Justifications for Adding a PTO Section:

1. **Retention Incentive:** Offering a robust PTO policy can significantly contribute to employee retention. Research conducted by leading organizations, such as the Society for Human Resource Management (SHRM), highlights that competitive PTO programs positively influence employee loyalty and engagement. By providing firefighters with generous PTO benefits, we can enhance job satisfaction and increase the likelihood of long-term employment.
2. **Recruitment Advantage:** In a competitive job market, it is crucial to offer attractive benefits to attract qualified candidates. A well-structured PTO policy serves as a powerful recruitment tool, showcasing our commitment to supporting work-life balance and employee well-being. Prospective firefighters often consider PTO benefits when evaluating potential employment opportunities, and a strong PTO policy can give us a competitive edge in recruitment efforts.
3. **Health and Wellness:** Firefighting is a demanding profession that exposes firefighters to physical and mental stressors. A comprehensive PTO policy recognizes the importance of rest and recovery, promoting the overall health and well-being of our personnel. By allowing firefighters to take time off to recharge (mentally & physically) and tend to personal matters, we foster a healthier and more resilient workforce.
4. **Compliance with Best Practices:** Many reputable organizations, both within and outside the fire service industry, have adopted comprehensive PTO policies as part of their personnel practices. Embracing these best practices ensures that we remain current and competitive in attracting and

retaining top talent. By aligning our PTO policy with industry standards, we demonstrate our commitment to providing fair and progressive employment practices.

Recommendation:

Based on the aforementioned justifications, it is recommended that the North Summit Fire District Personnel Policies be amended to include a new section on Paid Time Off (PTO). The proposed PTO policy should outline clear guidelines regarding accrual rates, maximum accrual limits, eligibility criteria, requesting and scheduling PTO, and any other relevant provisions.

Implementation of the PTO policy should be supported by effective communication and training programs to ensure all employees understand their rights and responsibilities. Additionally, a review mechanism should be established to periodically assess the effectiveness of the policy and make necessary adjustments.

By adopting a comprehensive PTO policy, we can promote employee satisfaction, attract new talent, and foster a positive work environment within the North Summit Fire District.

## SECTION 9 - FRINGE BENEFITS

### A. Employee Categories:

As used in this Section:

1. Administrative Division employees working 40 hours per week (2080 hours annually) are defined as Full-Time Administrative Employees.
2. Suppression Division employees working an equivalent of 56 hours per week (~~2920~~(2912) hours annually) are defined as Full-Time Suppression Employees.
3. Qualifying Part-time Employees are defined as employees working the equivalent of 30 hours per week (1560 hours annually) or more.

### B. Group Health Insurance:

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

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

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

### C. Continuation of Benefits:

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

sixty (60) days of notice or forfeit their extension right. Payment must be made within forty-five (45) days of acceptance of COBRA benefits or benefits will be canceled.

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

**D. General Group Insurance Programs:**

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

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

1. Dental insurance 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.

**F. Leave Status:**

~~Vacation~~PTO, ~~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~~Paid Time Off (PTO):**

1. The District believes that a reasonable period of time away from the job encourages good mental health and well-being ~~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 vacation~~PTOs to full-time employees.
2. All full-time employees are eligible for ~~vacation~~PTO as accrued. Years of District ~~service and/or lateral firefighting service~~, for establishing ~~vacation~~PTO accrual rates, shall be the employee's full-time hire date.
3. Accumulation of ~~vacation~~PTO shall be based upon the following schedule:

- a. Full-time Suppression:

Employees shall accrue ~~vacation leave~~Paid Time Off (PTO) according to the following 26 Pay-Periods-Per year schedule:

**Years of Service** \_\_\_\_\_ **Per-Pay-Period**  
**Accrual** \_\_\_\_\_  
 \_\_\_\_\_ **(26 Pay Periods per Year)**

Hire date through the end of the 1<sup>st</sup> year \_\_\_\_\_ 8.30  
 Hours  
 Beginning of the 2<sup>nd</sup> year through the end of the 5<sup>th</sup> year \_\_\_\_\_ 10.15  
 Hours  
 Beginning of the 6<sup>th</sup> year through the end of the 10<sup>th</sup> year \_\_\_\_\_ 12.00  
 Hours  
 Beginning of the 11<sup>th</sup> year through the end of the 15<sup>th</sup> year \_\_\_\_\_ 13.85  
 Hours  
 Beginning of the 16<sup>th</sup> year through the end of the 20<sup>th</sup> year \_\_\_\_\_ 16.62  
 Hours  
 Beginning of the 21<sup>st</sup> year and over \_\_\_\_\_ 17.54 Hours

<b><u>Years of Service Accrual</u></b>	<b><u>Hours Per-Pay-Period</u></b>	<b><u>Annul Days Accrued</u></b>
<u>Hire date through the end of the 1<sup>st</sup> year</u>	<u>12.9</u>	<u>13</u>
<u>Beginning of the 2<sup>nd</sup> year through the end of the 5<sup>th</sup> year</u>	<u>14.75</u>	<u>15</u>
<u>Beginning of the 6<sup>th</sup> year through the end of the 10<sup>th</sup> year</u>	<u>16.6</u>	<u>17</u>
<u>Beginning of the 11<sup>th</sup> year through the end of the 15<sup>th</sup> year</u>	<u>18.45</u>	<u>19</u>
<u>Beginning of the 16<sup>th</sup> year through the end of the 20<sup>th</sup> year</u>	<u>21.22</u>	<u>22</u>
<u>Beginning of the 21<sup>st</sup> year and over</u>	<u>22.14</u>	<u>23</u>

b. ~~Full-time non-exempt Administrative:~~

~~Employees shall accrue vacation leave according to the following schedule:~~

**Years of Service** \_\_\_\_\_ **Per-Pay-Period**  
**Accrual** \_\_\_\_\_  
 \_\_\_\_\_ **(26 Pay Periods per Year)**

Hire date through the end of the 1<sup>st</sup> year \_\_\_\_\_ 2.08  
 Hours  
 Beginning of the 2<sup>nd</sup> year through the end of the 5<sup>th</sup> year \_\_\_\_\_ 3.46  
 Hours



Beginning of the 6 <sup>th</sup> year through the end of the 10 <sup>th</sup> year Hours	5.08
Beginning of the 11 <sup>th</sup> year through the end of the 15 <sup>th</sup> year Hours	6.46
Beginning of the 16 <sup>th</sup> year through the end of the 20 <sup>th</sup> year Hours	8.08
Beginning of the 21 <sup>st</sup> year and over	8.77 Hours

b. Full-time ~~FLSA-Exempt~~ Administrative

Employees shall accrue ~~vacation leave~~ Paid Time Off (PTO) according to the following 26 Pay-Periods-Per Year schedule:

<u>Years of Service</u> <u>Accrual</u>	<u>Per-Pay-Period</u> <u>(26 Pay Periods per Year)</u>
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Hire date through the end of the 1 <sup>st</sup> year Hours	3.62
Beginning of the 2 <sup>nd</sup> year through the end of the 5 <sup>th</sup> year Hours	4.99
Beginning of the 6 <sup>th</sup> year through the end of the 10 <sup>th</sup> year Hours	6.55
Beginning of the 11 <sup>th</sup> year through the end of the 15 <sup>th</sup> year Hours	7.99
Beginning of the 16 <sup>th</sup> year through the end of the 20 <sup>th</sup> year Hours	9.61
Beginning of the 21 <sup>st</sup> year and over	10.30 Hours

<u>Years of Service Accrual</u>	<u>Hours Per-Pay-Period</u>	<u>Annul Days Accrued</u>
<u>Hire date through the end of the 1<sup>st</sup> year</u>	<u>6.69</u>	<u>21</u>
<u>Beginning of the 2<sup>nd</sup> year through the end of the 5<sup>th</sup> year</u>	<u>8.06</u>	<u>26</u>
<u>Beginning of the 6<sup>th</sup> year through the end of the 10<sup>th</sup> year</u>	<u>9.62</u>	<u>31</u>
<u>Beginning of the 11<sup>th</sup> year through the end of the 15<sup>th</sup> year</u>	<u>11.06</u>	<u>35</u>
<u>Beginning of the 16<sup>th</sup> year through the end of the 20<sup>th</sup> year</u>	<u>12.68</u>	<u>41</u>
<u>Beginning of the 21<sup>st</sup> year and over</u>	<u>13.37</u>	<u>43</u>

4. ~~Vacation leave~~PTO may not be accrued during a period of time when an employee is on long-term disability or is on extended leave-without pay and has exhausted all FMLA entitlement.
5. Former employees who are re-hired with reinstatement rights following military service shall be entitled to assume the same eligibility for ~~vacation~~PTO as enjoyed as outlined in Section 7, Paragraph H.
6. Employees may carry unused ~~vacation leave~~PTO over to the next year to a maximum of ~~456-960~~ hours for Suppression Employees and ~~260-640~~ hours for Administrative Employees of accrued ~~vacation leave~~PTO. At the end of the calendar year, any accrued ~~vacation leave~~PTO in excess of the maximum hours shall be ~~converted to sick leave at 100% lost~~.
7. Utilization: Any accrued compensation time must be used before using accrued ~~vacation leave~~PTO. ~~Vacation leave~~PTO shall be scheduled through Crewsense. The Fire Chief may set the rules of ~~vacation~~PTO use so that District operations are not disrupted.
- ~~8. An authorized holiday which falls within the time period of an administrative employee's scheduled vacation shall not be charged as used vacation.~~
- ~~9. The District will not advance vacation days.~~
- ~~10. For administrative employees, vacations are to be taken as time off and there will be no pay in lieu of time off.~~
- ~~11. Suppression employees may request a total of 144 vacation hours, in 24-hour increments, and EMS employees may request a total of 72 vacation hours in 12-hour increments per calendar year for pay in lieu of time off.~~
- ~~12.8.~~ Scheduled ~~paid leave~~PTO 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-hour) increments.~~
9. Resignation: Upon resignation or retirement, an employee will be paid the cash value of ~~100% the PTO of the earned~~ according to the below schedule

~~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. This section does not apply to involuntary termination.

<u>Full Year of Service</u>	<u>Administrative Maximum</u>	<u>Suppression Maximum</u>
<u>&lt;1</u>	<u>150</u>	<u>330</u>
<u>1</u>	<u>352</u>	<u>528</u>
<u>2</u>	<u>384</u>	<u>576</u>
<u>3</u>	<u>416</u>	<u>624</u>
<u>4</u>	<u>448</u>	<u>672</u>
<u>5</u>	<u>480</u>	<u>720</u>
<u>6</u>	<u>512</u>	<u>768</u>
<u>7</u>	<u>544</u>	<u>816</u>
<u>8</u>	<u>576</u>	<u>864</u>
<u>9</u>	<u>608</u>	<u>912</u>
<u>10+</u>	<u>640</u>	<u>960</u>

10. Record Keeping: The official record of accrued and used ~~vacation~~PTO 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.

11. Notification to the employee's Supervisor (suppression employees shall notify the officer on duty at 435-350-3475) of an unscheduled PTO day shall be made no later than one (1) hour prior to employee's regular reporting time.

12. ~~14.~~ 12. Unscheduled PTO is allowed for qualifying employees as a benefit and may be used for personal illness or illness in the immediate family. Unscheduled PTO days taken in excess of two (2) working days (48 hours suppression) or 3 (24 hours administrative) may require a statement from an attending physician or the districts employee assistants program for mental health. The officer in charge must use discretion in approving unscheduled PTO, while insisting that seriously ill employees stay off the job.

## H. Conversion to cash

1. In lieu of taking all of the PTO to which, a full-time employee is entitled, an employee may convert PTO to cash each year pursuant to the following guidelines.
2. Hours of PTO shall be converted to cash by taking the number of hours the employee wishes to convert to cash and multiplying that number by 50% of the employee's regular hourly rate.
  - a. Only PTO accrued over 240 hours are eligible for conversion
  - b. Administrative employees may convert up to 120 hours of PTO to cash each year. Suppression employees may convert up to 252 hours each year. ~~Only PTO accrued over 240 hours are eligible for conversion~~
  - c. Conversion will only be available twice each calendar year. The first pay date in June and the first pay date in November.
  - d. In order to convert POT to cash, employees must notify the Human Resources Officer (HRO) in writing of their intention. The employee must deliver the notice to the HRO by May 15<sup>th</sup> and October 15<sup>th</sup>. The notice must contain the Name of the employee making the request, the number of total PTO hours the employee has accrued, and the number of PTO hours the employee wishes to convert to cash.
  - e. The HRO must verify the PTO accrual and receive the Fire Chief's approval before processing the request on the paycheck.
3. Payments for PTO converted to cash shall be subject to withholding pursuant to state and federal law.
4. The conversion to cash program is solely at the discretion of the Administrative Control Board and they may suspend it at any time for any reason.

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

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

1. ~~Sick leave shall be earned at the rate of 3.07 hours per pay period of full time employment for Administrative Employees and the rate of 4.6 hours per pay period for Suppression Employees, and may be used as earned. Sick leave~~

- ~~shall not be granted beyond that earned by any employee.~~
- ~~2. Full-time employees may accrue up to 680 hours of sick leave for Administrative Employees and 960 hours for Suppression Employees pursuant to paragraph H.1. above.~~
  - ~~3. Sick leave shall not accrue during a period where a leave of absence without pay is being granted for reasons other than personal or family related illness or condition as defined by the Family & Medical Leave Act (FMLA).~~
  - ~~4. Sick leave may not be accrued during a period of time when an employee is on long-term disability or is on extended leave without pay and has exhausted all FMLA entitlement.~~
  - ~~5. Sick Leave Cash Benefit:
    - ~~a. Upon an eligible employee retiring between January 1 and June 30, NSFSD will pay a contribution in the amount of 50% of the cash value of the eligible employee's accumulated, unused sick leave, to the employee's Nationwide Post Employment Health Plan account in accordance with the provisions and requirements of that Plan in lieu of a cash benefit.~~
    - ~~b. Upon an eligible employee retiring between July 1 and December 31, employee will receive a cash benefit equal to 50% of the cash value of the eligible employee's accumulated, unused sick leave.~~
    - ~~c. If an individual's employment terminates before the employee meets ten years of full-time employment with the District, all accrued sick leave will be forfeited. What happens when an employee terminates after 10 years of service but is not eligible to retire?~~
    - ~~d. If the employee qualifies for retirement through the Utah Retirement Systems and has less than ten years of full-time employment, the employee is eligible for sick leave cash benefit as defined in sections a. and b. above.~~~~
  - ~~6. District designated holidays occurring while an administrative employee is on sick leave shall not be charged as used sick leave.~~

- ~~7. Notification to the employee's Supervisor for the use of sick leave shall be made no later than one (1) hour prior to employee's regular reporting time.~~
  - ~~8. Supervisors are charged with the responsibility to approve or disapprove sick leave requests, and may require the employee to provide evidence of illness or injury.~~
  - ~~9. The official record of accrued and used sick leave is to be kept by the District through a formal leave accounting system (Crewsense). 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.~~
1. 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 PTO leave in accordance with the following formula: "Gross monthly compensation minus industrial compensation equals total compensation subject to sick leave PTO 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.
  2. Insurance benefits are provided for more serious or longer-term illness or accidents. While insurance policies pay 60% of the normal wage, sick leave time and vacation PTO time may be used on a pro-rata basis to maintain normal income. The employee may supplement the disability benefit first with accrued sick leave and vacation PTO to receive 40% of their normal wage. During the duration of an employee supplementing their disability benefit, sick leave and vacation PTO accruals will continue. If no sick leave or vacation PTO time is available, normal insurance proceeds only are payable and sick leave and vacation PTO will not accrue.

**I. Dependent Care Leave:**

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

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

**J. Funeral Leave:**

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

**K. Holiday Leave:**

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

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

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

#### **L. Court or Jury Leave:**

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

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



by an employee who elects to use ~~vacation leave~~PTO 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~~PTO, comp time, or leave without pay.

**M. Maternity Leave:**

1. An employee who becomes pregnant may continue working until such time as they can no longer satisfactorily perform their duties or their physical condition is such that their attending physician deems continued employment to be hazardous to the employee's health or the health of the unborn child.
2. ~~Paid sick leave~~PTO 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~~PTO but have not exhausted their FMLA leave, shall be granted Family & Medical Leave without pay for maternity and other allowed purposes. Family & Medical Leave without-pay shall run concurrently with the use of ~~sick time~~PTO and shall begin the first day the employee is not able to work. Employees desiring extended leave due to "pregnancy disability" shall receive it on the same basis as any other disability.

**N. Military Leave:**

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

1. Short-term Military Leave is authorized for full-time employees pursuant to the following conditions:
  - a. Administrative Employees are entitled to one hundred and twenty (120) hours and Suppression Employees are entitled to one-hundred and sixty-

eight (168) hours of military leave per year without loss of regular pay or other fringe benefits. The employee may take military leave when activated. After the employee has exhausted their hours of military leave they may take unpaid leave or substitute ~~vacation~~PTO or trades.

- b. Whenever possible, employees who are members of reserve units of the military shall notify the Fire Chief and Human Resource Officer within one week of receipt of an activation notice, and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made a part of the individual employee's personnel file.
  - c. Employees requesting short term military leave may go on leave without pay status prior to using accrued ~~vacation~~PTO and comp-time.
  - d. While on short term military leave without pay, none of the employee's benefits shall accrue, except that health, dental and life insurance benefits will remain in force.
  - e. If the employee does not return to District employment after six (6) months, the Fire Chief may declare the position vacant.
2. Extended Military Leave without Pay shall be granted to employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the provision of the Universal Military Training and Service Act. Former employees shall be permitted to return to District employment without loss of benefits pursuant to the provisions of the Utah Code §39-3-1. The following conditions shall apply:
- a. USERRA provides that an individual may serve up to 5 years in the uniformed services, in a single period of service or in cumulative periods totaling 5 years and retain the right to re-employment by their pre-service employer (38 USC 4312(c)).
  - b. The employee must have satisfactorily completed the period of active duty and furnish a certificate to that effect.
  - c. The District shall follow USERRA regulations regarding the reinstatement of an employee returning from active military duty. If the employee declines

an offer for position vacancy, reinstatement rights may be canceled by the Fire Chief.

- d. If, due to a service connected disability or for some other reason, an employee is not qualified to perform all the duties of their former position, they will be placed in the closest comparable position for which they are qualified or the employee will be placed on a list of eligibles for consideration for future openings. Under the American's With Disabilities Act, reasonable accommodation shall be provided unless to do so would prove to be an undue hardship.

**O. Administrative Leave:**

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

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

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

1. Eligibility: All employees who have worked for the District for at least 12 months (which need not be a consecutive 12 month period) and have worked for the District at least 1250 hours in the previous consecutive 12 month period qualify for family & medical leave without pay.
2. Eligible employees may receive up to 12 weeks of unpaid, job protected, leave in any 12-month period for the following reasons:
  - a. To care for a child upon birth or upon placement for adoption or foster care;
  - b. To care for a parent, spouse, or child with a serious health condition, or,
  - c. When an employee is unable to work because of a serious health condition. A serious health condition is defined as "any illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider"" (i.e. doctors, podiatrists, dentists, clinical psychologists, optometrists, chiropractors,

nurse practitioners, nurse midwives, and Christian Scientist practitioners). In addition, a single event or occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, such as a regimen of medication or physical therapy, qualifies. Excluded from coverage are voluntary or cosmetic treatments, which are not medically necessary and preventive physical examinations. An employee returning to work after FMLA leave for their own serious health conditions shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities.

- d. When a family member is called on active military duty or called to active military duty
3. Eligible employees may receive up to 26 weeks of unpaid, job protected, leave in any 12-month period to care for a family member who sustained an injury or illness in the line of active military duty.
  4. Notice & Verification: Employees who want to take FMLA leave ordinarily must provide the District with at least 30 days' notice of the need for leave, if the need for leave is foreseeable. If the need is not foreseeable, the employee should give as much notice as is practicable. The employee notice shall contain the reason for the leave, the anticipated timing of the leave and the expected duration of the leave. In addition, employees who need leave for their own or a family member's serious health condition must provide medical certification of the serious health condition within 15 days after the request or as soon thereafter as is seasonably possible. The District may also require a second or third opinion (at the District's expense), periodic recertification of the serious health condition (as frequently as every 30 days), and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The District may deny leave to employees who do not provide proper advance leave notice or medical certification within established time frame.
  5. District Communication Requirements: Upon receiving notice of an employee need for FMLA leave the District must provide the employee with a detailed notice specifying the employee's rights and obligations in connection with the law and District policy and explain any consequences of a failure to meet these obligations. The District notice shall include:

- a. A statement that the leave will be counted against the employee's annual FMLA leave entitlement;
  - b. Requirements for the employee to furnish medical certification of a serious health condition and the consequences for failing to do so;
  - c. The requirement for the employee to use accrued paid leave,
  - d. Any requirements for the employee to make or participate in the payment of insurance premiums, and the methods for doing so;
  - e. Any requirement of the employee to present a fitness for duty certificate in order to return to work;
  - f. The employee reinstatement rights to the same or equivalent job;
  - g. The employee's status as a "key employee" and the conditions under which reinstatement may be denied, and
  - h. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work.
6. Method of Leave Usage: The leave may be taken intermittently or on a reduced leave schedule without the District's approval when medically necessary; therefore Supervisors shall take an active role in verifying medical necessity, especially in the case of emergencies and short notice situations. Medically necessary FMLA leave may be taken in half-hour, hourly, daily or weekly blocks of time, but may not be taken intermittently for any other non-medical purpose.
7. Employee Entitlements: Employees taking qualified FMLA leave are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. In addition, the District shall reinstate an employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits, and other employment terms as previously provided. The District's obligation under FMLA to reinstate an employee returning from leave ceases once the employee has used up their 12/26 week entitlement and continues on another form of leave, paid or unpaid. Also, the District may deny reinstatement if it can be demonstrated

- that the employee would not otherwise have been employed at the time the reinstatement request is made, such as when an employee's position is eliminated due to a layoff.
8. Accrued Benefit Impact: Employees use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, the employee must first use any accrued ~~paid vacation~~PTO, 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~~PTO 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~~PTO 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.

**Q. Retirement:**

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

Qualifying suppression personnel participate in the URS Tier I or Tier II, Division “BA”, 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 as allowed by the retirement system.
4. All employees who have previously participated with URS prior to July 1, 2011 shall be enrolled in the Tier I retirement.
5. Effective July 1, 2011, all existing employees who have not participated and all newly hired employees shall be enrolled with the URS Tier II retirement unless previously enrolled within a URS retirement system.
6. Employees working less than full time but at least 20 hours per week and receiving any other non-mandated benefit from the District will also be enrolled in the District Retirement program.
7. Retirement credit will continue to accrue while an employee is receiving short-term disability.
8. Retirement credit will not accrue while an employee is receiving long-term disability or when an employee is on unpaid leave and has exhausted all FMLA entitlement.

**R. Unemployment Insurance:**

The District participates in the State Unemployment Insurance Program; and each person that terminates will be eligible for unemployment benefits in accordance with the rules and provisions as provided by the State. Employees terminated for cause shall not be eligible for unemployment benefits from the District.

**S. Education Assistance:**



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

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

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

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

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

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

**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.