



PINE-STRAWBERRY FIRE DISTRICT POLICIES

2025 Edition

AUGUST 31, 2025
PINE-STRAWBERRY FIRE DISTRICT
6198 W. Hardscrabble Mesa Rd., Pine, AZ 85544



Pine-Strawberry Fire District

Administrative Policy

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Effective Date: 01/02/2025


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Board Approval Date: 03/22/2022		Effective Date: 04/06/2022
Revision Approval Date: 03/20/2025		Revision Effective Date: 04/03/2025
Board Chair Signature:		

I. POLICY:

- A. The Pine-Strawberry Fire District (PSFD) is committed to establishing and maintaining policies and standard operating guidelines (SOGs) designed to serve the District as essential tools for effective and quality administration, management, and operations.
 1. The size and scope of our organization and the complexity of federal laws, state laws, and county ordinances and regulations require strict adherence to PSFD policies.
 2. District policies and SOGs will be available for all District personnel, the Board, and the public.
- B. District policies are established and adopted by the Pine-Strawberry Fire District Board within the scope of Arizona Revised Statutes (ARS) 48-805.
 1. Policies are a guide for the management, administration, and operation of the District and may not cover all circumstances and situations.
 - a. In circumstances not specifically covered by policy, the best interest of the District and welfare of its residents and visitors shall prevail in the spirit of fairness, equity, effectiveness, respect, accountability, and professionalism.
- C. SOGs are established by the District Fire Chief to supplement, guide, and standardize the management, operation, and administration of PSFD in accordance with policy.

1. SOGs are maintained separately from this policy manual.
 2. SOGs shall be in writing, in the prescribed format and may be adopted, changed, added, or deleted at the discretion of the Fire Chief with adequate notice to District personnel and the Board.
 3. Only the most current policy revision shall be valid.
 4. In case of conflict between a policy and a SOG, the policy shall prevail.
 5. SOGs are a guide for the conduct of administrative, fire suppression, emergency medical care and transport, regulatory, and other day-to-day operations of the District and may not cover all circumstances and situations.
 - a. In circumstances not specifically covered by policy, the best interest of the District, welfare of its residents and visitors, shall prevail in the spirit of fairness, equity, effectiveness, respect, accountability, and professionalism.
- D. Policies and SOGs are subject to the provisions and requirements of applicable federal and state laws and Gila County ordinances and regulations.
- E. Should any part of these policies or SOGs be deemed contrary to law, ordinance, or regulation by competent authority, that portion shall be considered separate.
1. All other portions shall remain in effect as adopted by the Board or established by the Fire Chief.

II. PURPOSE:

- A. The purpose of PSFD policies and SOGs includes but is not limited to the following:
1. To ensure uniform understanding, practice, and application of the principles, rules, and guidelines formulated and/or adopted by PSFD.
 2. To standardize the handling of Board, personnel, management, financial, and administrative matters.

3. To establish guidelines and reference points for administration and management of the District, while ensuring compliance with federal laws, state laws, and county ordinances and regulations.
 4. To establish the organizational layout and definition of policies and standard operating guidelines.
 5. To identify the responsibility and authority for the development, approval, implementation, administration, maintenance, and distribution of PSFD policies and standard operating guidelines.
- B. The expectations, obligations, and duties of PSFD and its personnel should be clear and administered in a fair and equitable manner.
- C. Policies and SOGs are not a part of any employment agreement and shall not be construed as creating an express or implied contract.

III. ORGANIZATION:


- A. PSFD Policy Manuals will be organized as follows:

- | | | |
|----------------------|---------------------------|--------------|
| 1. Table of Contents | | |
| 2. Section 1 | Policy and SOG Management | Numbered 1.X |
| 3. Section 2 | Employment Practices | Numbered 2.X |
| 4. Section 3 | Member Relations | Numbered 3.X |
| 5. Section 4 | Compensation and Benefits | Numbered 4.X |
| 6. Section 5 | Financial Policy Manual | Numbered 5.X |

- B. Each policy section will contain a boxed header with the following information (as the example below):

1. PSFD Logo
2. Section Title
3. Section Number
4. Subject of the Section
5. Number of Pages in the Section
6. Board Approval Date
7. Effective Date
8. Revision Approval Date (if applicable)
9. Revision Effective Date (if applicable)
10. Board Chair Signature

Example:

	Pine-Strawberry Fire District Section XX Policy/SOG Number	
Subject: Policy and SOG Management		Page: 1 of 8
Board Approval Date: xx/xx/xx/xxxx		Effective Date: xx/xx/xxxx
Revision Approval Date: xx/xx/xxxx		Revision Effective Date: xx/xx/xxxx
Board Chair or Fire Chief Signature:		

C. Where practical, each policy or SOG will contain the following major topics, generally identified by a sequential Roman numeral:

1. Policy
 - a. A simple statement of the policy or SOG.
 - b. The statement of policy or SOG may be supported by numbered subsections.
2. Purpose
 - a. The objective(s) of the policy or SOG.
3. Scope
 - a. The personnel, practice, and/or area addressed or included.
4. Definitions
 - a. The meaning of terminology contained in the policy or SOG, especially if the terminology is unique, infrequently used, or vague.

5. Responsibility

- a. Identifying who is responsible for the adoption, application, or administration of the policy or SOG.
 - b. District personnel are responsible for compliance with all policies and SOGs.
6. A policy or SOG may contain other sections, attachments, or appendices as needed.
7. If related to or dependent upon another Policy or SOG, that policy or SOG should be cited.
8. Standard operating guidelines and forms will be maintained separately but should follow the same general format and contain a boxed header as described for policies. SOGs relating directly to a policy should clearly reference that policy.

IV. DEFINITIONS:

A. Policies:

- 1. Principles, rules, and guidelines formulated and/or adopted by PSFD to reach and maintain its long-term goals.
 - a. Policies are designed to influence and determine all major decisions, actions, and activities taking place within the organization.
 - b. They translate the governing body administration and management direction of an organization.
 - c. Policies provide the “what and why” and can, as needed, address “who, when, and how”.

B. Standard Operating Guidelines:

- 1. Principles, rules, and guidelines formulated and/or adopted to express specific methods of operation within the day-to-day activities of an organization.

- a. SOGs provide the “who, when, and how” and can, as needed, address the “what and why” and support policies.

C. Member:

- 1. Any person duly employed by PSFD who is engaged, for wages or salary, to perform work in the furtherance of the mission(s), goal(s), or objective(s) of the District.
 - a. As used here, the term “member” includes, unless otherwise indicated, full or part-time administrative, emergency medical, and fire suppression positions. This includes reserve members but not vendors, suppliers, independent contractors, or volunteers.

D. Personnel:

- 1. Members and others, including volunteers, who are engaged to perform work in the furtherance of the mission(s), goal(s), or objective(s) of PSFD. It does not include vendors, suppliers, or independent contractors.

E. Pronouns:

- 1. All pronouns are applied as gender neutral.

V. DEVELOPMENT AND AUTHORIZATION:

A. Policies:

- 1. Policy may be drafted or revised by the Board, Fire Chief, or committee authorized by the Board but shall not be effective until properly approved by the Board and an effective date established.
 - a. District personnel may draft and suggest policies or policy changes through the chain of command to the Fire Chief.

2. All policies, new or revised, must be submitted to the Board for review, discussion, and possible action as a scheduled meeting agenda item.
 - a. Adoption of policy shall be by majority vote of the Board and an effective date established during a regular or special Board meeting.
 - i. Board discussion and vote on a policy agenda item will be memorialized in the Board meeting minutes.
 - b. Newly approved or revised policy will be made available for review by PSFD personnel and the public at least 15 days
 - c. before the effective date or within 15 days following approval, whichever comes first.
3. As laws, ordinances, regulations, accepted practices, and situations change from time to time, policies may be amended, revised, added, or repealed by action of the Board and shall be effective at the time prescribed by the Board.

B. Standard Operating Guidelines (SOGs):

1. SOGs require the approval and signature of the Fire Chief.
 - a. A new or interim Fire Chief will review and/or modify existing SOGs as soon as practical.
 - i. This will be recorded by signing the new member form indicating that the member has read and understands the SOGs.
 - ii. SOGs properly in place at the time of assumption of duties by a new Fire Chief will remain in effect until adoption or modification by the incoming Fire Chief.
2. All SOGs must contain an Approval Date, Effective Date, Page # of #, Revision Date, Revision Effective Date, and the Fire Chief's Signature in a format similar to the PSFD Policy boxed header.
3. SOGs may be drafted and/or rewritten by the Fire Chief or designee.

- a. SOGs must be approved, signed, and have an effective date assigned by the Fire Chief and notice provided to all personnel prior to implementation.
 - b. Newly approved or revised SOGs will be made available for review by PSFD personnel and the public at least 15 days before the effective date or within 15 days following approval, whichever comes first.
4. The Fire Chief will notify the Board of new, revised, or deleted SOGs at the next regularly scheduled Board meeting.
 - a. The notification and briefing of the new or revised SOG will be placed in the Board meeting minutes.

VI. RESPONSIBILITY:

A. It is PSFD Board responsibility:

1. To establish PSFD policies for the effective management of PSFD.
2. To ensure all PSFD policies are current and comply with all federal, state, and county laws, ordinances, and applicable regulations.

B. It is PSFD Fire Chief's responsibility:

1. To establish PSFD SOGs for operations and supplements to PSFD policies.
2. To ensure all PSFD policies and SOGs are current and comply with all federal, state, and county laws, ordinances, and applicable regulations.
3. To inform PSFD Board of the need for any changes to policies.
4. To inform PSFD Board of any new or revised SOGs.
5. The administration, application, and enforcement of PSFD policies and SOG's.

6. To communicate policies and SOGs to all members.
 7. To ensure that policies and SOGs are properly administered and enforced in an efficient, effective, fair, and equitable manner.
- C. It is each supervisor's responsibility:
1. To communicate all policies and SOGs to subordinates.
 2. To ensure compliance with all policies and SOGs.
- D. It is the responsibility of all PSFD personnel:
1. To be knowledgeable and familiar with all PSFD policies and SOGs.
 2. To comply with all PSFD policies and SOGs.
 3. To know that it is a condition of their employment to adhere to and comply with all PSFD policies and SOGs.
- D. Failure to comply with and/or enforce approved policies and/or SOGs may result in corrective action up to and including termination.

VII. DISTRIBUTION:

- A. Policy and SOG Manuals will be kept current and accessible to all District personnel, the public, and the Board in a currently accepted electronic and/or printed format.
1. Reasonable accommodation for accessibility will be made for those who may require it.
- B. A historic record of all adopted policies and approved SOGs and revisions will be maintained by the District subject to the requirements of public records retention.

C. PSFD Policies and SOGs will be available to the public in accordance with existing Public Record Laws under ARS Title 39 Public Records, Printing, and Notices.

1. A current non-editable copy of PSFD policies will be posted on the District's website or other publicly accessible electronic location/s, on or before the effective date.
2. Reasonable accommodation for members of the public without computer access or with other special needs will be made by the District upon proper request and prior arrangement.
3. Printed copies of District policies and SOGs will be made available to the public, upon request and arrangement, in accordance with existing law, and subject to established fees and costs.



Pine-Strawberry Fire District Employment Practices 2.1

Subject: Employment Status

Page: 1 of 2

Board Approval Date: 12/15/2022

Effective Date: 12/30/2022

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) employs at-will, for-cause, and contract members.

II. PURPOSE:

- A. To define the concept and terms of “at-will” and “for-cause” and “contract” employment.
- B. To establish the employment relationship between the District and its members.
- C. To notify members of their employment status.

III. SCOPE:

- A. This policy applies to at-will and for-cause members of the Pine-Strawberry Fire District.
- B. The Fire Chief is a contract member governed by his/her contract.

IV. DEFINITIONS:

- A. At-will:
 - 1. An employment relationship in which either party can break the relationship provided there was no expressed contract for a definite term.

B. For-cause:

1. An employment relationship between the member and the employer that may only be broken in the case that the member violates District policies or voluntarily resigns.

C. Initial Probation:

1. The first full year of full-time employment.

V. PRACTICE:

- A. At-will members serve at the will and pleasure of the District and may be dismissed at any time, with or without cause. Dismissal of at-will members requires the approval of the Fire Chief. At-will members include:

1. Part-time members
2. Temporary members
3. Full-time members on initial probation

- B. For-cause members may be dismissed “for-cause” or in a time when reduction of forces is required. For-cause members have the right to due process and appeal. Dismissal of for-cause members requires the approval of the Fire Chief. For-cause members include:

1. Full-time members who have completed the initial probationary period, with the exception of the Fire Chief.



Pine-Strawberry Fire District Employment Practices 2.2

Subject: Disciplinary Action Program

Page: 1 of 7

Board Approval Date: 10/19/2023

Effective Date: 11/03/2023

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) believes its members are its most valuable asset and will normally apply a practice of progressive disciplinary action to correct member misconduct and/or improve job performance.

II. PURPOSE:

To provide PSFD members a fair and clear progressive disciplinary action program to assist in correcting unacceptable conduct and/or performance and provide a process for corrective action.

III. SCOPE:

This policy applies to career members, reserve members, and administrative staff. Contract members will be governed by the terms of their contract.

IV. DEFINITIONS:

A. Serious Misconduct:

1. Wrongful, improper, or unlawful conduct motivated by premeditated or intentional purpose, gross negligence, or obstinate indifference to the consequences of one's actions.

- a. This may include (but is not limited to) conduct that may involve harm to another person's health, well-being, or disruption of District operations.

B. Conduct Unbecoming:

- 1. Misbehavior of a material and pronounced character rather than inappropriate or unsuitable.
 - a. Examples of conduct unbecoming can be found in the Standard of Conduct Policy (Policy 3.1).

C. Disciplinary Probation:

- 1. A period of time in which the member's performance or behavior shall be closely monitored in an effort to affect improvement or change.

D. Counseling:

- 1. An informal meeting to discuss misconduct or poor performance without employing the formal disciplinary action program; counseling sessions should be documented by the supervisor involved.

E. Suspension:

- 1. Member release from work duties, with or without pay, for a specified period.

F. Demotion:

- 1. The movement of a member from their current classification to a lower classification. Demotion may include a reduction in the member's base pay, either temporarily or permanently.

G. Termination:

- 1. The separation of employment with PSFD; terminated members are not eligible for future employment with PSFD.

V. PRACTICE:

- A. Each supervisor is responsible for communicating the District standards of conduct and job descriptions to members and for ensuring compliance according to the guidelines of this policy.
- B. Disciplinary actions and the documentation thereof are administered on a progressive basis.
- C. Progressive disciplinary actions are cumulative.
 - 1. Supervisors should use communication and instruction before employing formal disciplinary action.
- D. Disciplinary action should be taken after informal efforts have failed to correct misconduct or job performance and/or due to the seriousness of the misconduct or poor job performance.
 - 1. Disciplinary action can include additional training, probation, suspension, demotion, or termination.
- E. While progressive discipline is favored, there are circumstances when incidents of serious misconduct may result in a higher level of disciplinary action, up to and including termination.
- F. The Fire Chief shall be informed of any formal disciplinary action.
 - 1. The Board will be informed of any demotion, suspension, and/or termination.
- G. Disciplinary actions may include the following and may be taken at any step in the disciplinary action process.
 - 1. Disciplinary Probation: a period of not less than 1 month and not to exceed 6 months during which time, if corrections and/or improvements are not made, more serious disciplinary actions may be imposed.
 - 2. Suspension Pending Investigation: a suspension pending the outcome of an investigation and is a paid non-disciplinary, temporary absence from work status to accommodate further investigation. This suspension may be imposed immediately or at any point during the investigation of alleged misconduct.

- a. Suspension pending investigation is not a disciplinary action and is not appealable.
 - b. The Fire Chief will approve suspension pending investigation.
 - c. The Fire Chief must notify the member of the suspension in writing.
 - i. If the allegations are found to be substantiated and disciplinary action is recommended, the Fire Chief will take appropriate action.
 - ii. If investigation reveals that the allegations are unfounded, the member will be returned to work on their next scheduled shift.
 - iii. Documentation related to the investigation will be maintained in a separate, confidential investigation file.
 - iv. The resulting "Disciplinary Action Form" (if applicable) will be placed in the member's personnel file. A copy of the "Disciplinary Action Form" will also be given to the member.
- 3. Disciplinary Suspension: a temporary unpaid absence from work status which may be imposed as disciplinary action.
 - a. The Fire Chief must approve disciplinary suspension.
 - b. Disciplinary suspension will not exceed 48 shift hours for career members.
 - c. Disciplinary suspension will not exceed 40 hours for administrative members.
- H. The first step of formal disciplinary action is a verbal warning: a meeting between a supervisor and a member on the subject of the member's conduct, performance, or failure to observe a rule, regulation, or instruction.
 - 1. Documentation of a verbal warning is maintained as part of the member's permanent record in their personnel file.
- I. The second and third steps are written warnings: actions taken for significant misconduct, inadequate performance, repeated lesser infractions, and/or failure to improve after a verbal warning.

1. Written warnings are maintained as part of the member's permanent record in their personnel file.
- J. The fourth step is the final written warning; the last step before more serious is used.
- K. The final step is demotion or termination:
 1. Demotion or termination may be warranted if the member has committed a series of lesser infractions, an act of serious misconduct, a violation of policy or conduct unbecoming.
 - a. The Fire Chief will review the member's personnel file and related documentation prior to the demotion or termination for accuracy and proper process.
 - b. The Fire Chief must approve all demotions and terminations.
- L. During any disciplinary action, it is imperative that the member be given, prior to the imposition of discipline, the opportunity to express their views and/or explain the circumstances.
- M. A member may appeal any disciplinary action.
- N. Once initiated, disciplinary action cannot be removed from the personnel file.
 1. For purposes of considering prior disciplinary actions, the severity may be reduced by 1 level 12 months after the date of disciplinary action and 1 additional level each additional 12-month period after.
- O. Supervisors should issue corrective actions in a timely manner.
- P. Multiple infractions arising from a single incident may be combined in one corrective action step.
- Q. The method of conducting and documenting disciplinary action by a supervisor includes but is not limited to:

1. Gather the facts.
 - a. Consult with the Fire Chief on any action above counseling.
2. Prepare and document the disciplinary action in writing on the "Disciplinary Action Form", which must include:
 - a. The reason for the action.
 - b. Policy or practice violated, unacceptable performance.
 - c. Action(s) the member must take to improve, including any training or tasks the member must complete.
 - d. Date that the member will be reevaluated (if required).
 - e. Summary of past pertinent disciplinary actions.
3. The supervisor must meet with the member and go over the following:
 - a. The reason for the disciplinary action.
 - b. The list of actions required by the member and the consequence for failure to meet requirements.
 - c. Prior to imposing discipline, the supervisor will give the member a chance to express their views or explain the circumstances.
 - ii. Consider the member's explanation and if acceptable, close the meeting (normally only during a counseling session).
 - iii. If the member's explanation is not acceptable, the supervisor must explain why and advise the member of ways in which to improve and correct the deficiency.
4. The following statement must be on every "Disciplinary Action Form" in the action to improve section.

"Failure to comply with the required actions, to follow all PSFD policies, procedures, directives, safety requirements, instructions of supervisors and/or management, and /or performance of your duties and responsibilities can and will result in additional and further corrective actions, up to and including termination of employment."

5. The "Disciplinary Action Form" must be signed by the supervisor and the member.
 - a. The supervisor must explain to the member that their signature on the "Disciplinary Action Form" does not necessarily signify agreeing with it but acknowledges receipt of the disciplinary action.
 - b. If the member refuses to sign the "Disciplinary Action Form", a witness must sign and a statement why the member refused to sign the form must be included.
6. Suspensions, demotions, and/or terminations must be signed by the Fire Chief.
7. A copy of the "Disciplinary Action Form" must be given to the member.
8. The "Disciplinary Action Form" must be filed in the member's personnel file.
9. The supervisor may keep a copy of the "Disciplinary Action Form" in their files.

VI. ATTACHMENTS: "Disciplinary Action Form"



PINE STRAWBERRY FIRE DISTRICT

DISCIPLINARY ACTION FORM

To: _____ Date of Action: _____
Member Name (Print)

ACTION TAKEN:

- ☐ 1st Written Warning
- ☐ 2nd Written Warning

☐ Final Written Warning _____

☐ Probation _____

☐ Demotion _____

☐ Termination _____

SUSPENSION ACTION TAKEN:

☐ Suspension, Disciplinary: _____

☐ Suspension, Pending Investigation: _____

REASON FOR ACTION: (Number each reason) (Provide Violation and Policy #)

DESCRIPTION OF VIOLATION: (Include violation, policy #, what, when, and where) (number each violation)

ACTION NECESSARY TO IMPROVE: (Number each action) (date of reevaluation)

Failure to comply with the required actions, to follow all PSFD policies, procedures, directives, safety requirements, instructions of supervisors and/or management, and /or performance of your duties and responsibilities can and will result in additional and further corrective actions, up to and including termination of employment.

DATE(S) AND TYPE(S) OF PREVIOUS CORRECTIVE ACTION(S):

SUPERVISOR'S REMARKS: (if needed)

MEMBER'S REMARKS:

SIGNATURES:

Supervisor: _____ Date _____

Witness : (If needed) _____ Date _____

Fire Chief: (Termination/Demotion/Suspension) _____
Date _____

FOR THE MEMBER:

My signature below acknowledges receipt of this disciplinary action and not necessarily my agreement with it. I understand that any additional infractions may result in further disciplinary actions up to and including termination. I have been advised that if I disagree with this action, my recourse is to follow the District's appeal procedure.

Member: (Signature) _____ Date _____

APPEAL PROCEDURES:

A. The member has the right to dispute disciplinary action taken through the districts appeal procedure. Non-disciplinary suspension Pending Investigation cannot be appealed.

B. The member's supervisor or Fire Chief will give the member a copy of the PSFD Appeal Procedures Policy, a copy of this Disciplinary Action Form, and any attached statements or documents.



Pine-Strawberry Fire District Employment Practices 2.3

Subject: Special Appointments

Page: 1 of 2

Board Approval Date: 07/20/2023

Effective Date: 08/03/2023

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) allows special appointments to fill short-term positions to meet a non-regular employment need of the District. A member may be appointed to a position of higher rank on an acting basis or to a temporary assignment. In such an event, the member's pay shall be adjusted according to the guidelines set forth below.

II. PURPOSE:

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

III. SCOPE:

This policy applies to all members of PSFD.

IV. PRACTICE:

- A. In the event of a short-term employment need, temporary appointments are to be made by the Fire Chief or his designated representative. In the event of a vacancy in the Fire Chief position, the Board shall make the appointment.
- B. Acting or "step-up" appointments shall be made from an eligibility list.

- C. Vacancies shall not automatically require that a member is designated in the acting role. Such a determination shall be made by the Fire Chief or his designate.
- D. Unless otherwise designated, any member serving in a temporary or acting appointment shall have all the authority and responsibilities for the assumed position.
- E. A career member will be immediately compensated at a higher rate of pay when placed in an acting position as follows:
 - 1. Up to 10 consecutive 24-hour shifts, the member's current rate of pay will be increased by 10%.
 - 2. Following the 10 consecutive 24-hour shifts, the member's current rate of pay shall be increased in the same manner specified for a regular promotion, or 10% whichever is greater.
- F. If foreseeable, the length of the temporary or acting appointment shall be specified at the time of the appointment and shall not be for more than one year, unless recommended by the Fire Chief and approved by the Board. The length of the appointment may be adjusted according to operating needs.
- G. Upon completion of the designated time of appointment, the individual shall:
 - 1. Be returned to the previous position and salary, or
 - 2. Have the special appointment extended for another specified time, or
 - 3. May be promoted to the position which they have been performing, if eligible.



Pine-Strawberry Fire District

Employment Practices

2.4

Subject: Wage and Compensation

Page: 1 of 4

Board Approval Date: 08/17/2023

Effective Date: 09/01/2023

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) policy is to provide a wage that attracts the best members and encourages employees to stay with the District, within the budget capacity of the District.

II. PURPOSE:

The purpose of this policy is to describe the wages and compensation provided to members of the District.

III. HOURS/COMPENSATION:

- A. For non-exempt, general members, the work period is 40 hours within a 7-day cycle.
 - 1. Hourly pay rates are administered according to the approved wage scale.
 - 2. The work period for part-time members is as specified in the job description for the position.
 - 3. The period will normally be calculated within a 7-day cycle.
- B. For non-exempt, 7(K) public safety members (shift personnel), the work period, as defined by the U.S. Department of Labor regulations, Fair Labor Standards Act (FLSA), is 106 hours in a 14-day cycle.

1. Hourly pay rates are administered according to an approved wage scale.
 2. Shift personnel work a 48-hour on-duty, 96-hour off-duty rotation.
 3. The period will normally be calculated within a 14-day cycle.
- C. Reserves do not normally have a defined work schedule.
1. Reserves are normally called in for emergencies or to fill in for career personnel.
 2. When working shifts as coverage for career firefighters, hours and work periods shall be the same as those spelled out for career 7(K) personnel.
- D. Overtime for special events will be approved by the Fire Chief.

IV. COMPENSATION:

- A. All regular wages, including paid-on-call wages, are paid bi-weekly on the day of the week specified by the District.
1. All hours worked, not including the exceptions specified below, are to be recorded in quarter hour increments.
 2. When hours worked do not fall exactly on the quarter hour, they are to be rounded up to the next quarter hour increment.
- B. For shift personnel and firefighter reserves, overtime is paid for any hours over 106 hours, which are classified as hours worked in a 14-day period.
1. Non-exempt general members will receive overtime pay for any hours worked over 40 during the 7-day work period.
 2. All overtime is paid at one-and-one-half times the regular hourly rate.
- C. When called back in for emergency staffing, career members will be paid a minimum of 2 hours pay at their current pay rate.

1. Members who are called in are required to remain on duty for the initial hour.
2. When required to stay beyond the initial 1-hour period, members will be paid at their applicable pay rate, in quarter-hour increments.
3. Call-back pay is not applicable to members already on duty or being paid by the District for other activities.

D. Administrative All-Hazard Disaster Compensation:

1. All-hazard disaster compensation provides exempt personnel overtime for work hours outside their normal work schedule.
2. All-hazard disasters include local, state, and federally declared emergencies.
3. Additionally, where local wildfire incidents exceed 1 operational period, an exempt member would be eligible for overtime.

V. WAGE SCALE:

- A. The Pine-Strawberry Fire District Fire Board shall set and publish the pay scale annually, as part of the budget process.
- B. Cost of living increases are addressed through annual adjustments.
 1. These adjustments should be based upon either the Federal Cost of Living Index or a regional based market inventory of similar departments/districts.
- C. A wage scale study may be completed annually, but no less than every 2 years.
 1. This study will be completed by 2 members whom the Fire Chief selects.
 2. The study will be presented to the Board as part of budget preparation.

VI. ATTENDANCE:

A. Members are expected to be in attendance and ready to perform assigned duties during normal scheduled work hours.

1. Shift normally starts at 0730 and ends at 0730.

B. While it is recognized that occasionally a member may have a good reason for being late for work, excessive or habitual tardiness is not permitted.

1. Any member who is not in the work area at the normal starting time of the work period is considered to be late.

2. When possible, the member must notify the appropriate supervisor as soon as the member knows it will not be possible to report to work on time.

3. This notification must include the reason for reporting late and the member's estimated time of arrival at work.

4. Excessive tardiness may result in disciplinary action.



Pine-Strawberry Fire District

Employment Practices

2.5

Subject: Light Duty Assignments

Page: 1 of 2

Board Approval Date: 08/17/2023

Effective Date: 09/01/2023

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) policy is to provide light duty assignments, when possible, where there is a need within the District and within the budget capacity of the District.

II. PURPOSE:

The purpose of this policy is to provide light duty assignments for the benefit of the District when appropriate.

III. LIGHT DUTY ASSIGNMENTS:

- A. Light duty assignments shall be available only when there is a demonstrated need for the District to offer it. There is no guarantee that light duty assignments will be available.
- B. A member unable to perform normally assigned duties due to a workers' compensable District related illness/injury or off-duty illness/injury may, at the discretion of the Fire Chief, be placed in a position the member is capable of performing on temporary light duty as certified by the treating medical practitioner.
- C. Prior to return to normal duty status from light duty, members shall be required to successfully complete a physical assessment by a medical practitioner designated by the Fire Chief or Health and Safety Officer.
- D. The member will also be required to successfully complete a physical performance assessment applicable to their position.

- E. Any light duty assignment will be temporary and shall not be construed as an accommodation under the Americans with Disabilities Act (ADA).
- F. Decisions concerning pay, status, and the ill/injured individual's ability to function effectively in any capacity within the District will be made on a case-by-case basis.
- G. Light duty assignments shall be at the Fire Chief's discretion.
 - 1. Light duty assignments shall not exceed 60 days without Board approval.
 - 2. Members assigned to light duty must sign an agreement stating the understanding that any such assignment is temporary in nature.
 - 3. Light duty assignments are not normally available to reserve members.



Pine-Strawberry Fire District

Employment Practices

2.6

Subject: Conflict of Interest & Outside Employment

Page: 1 of 5

Board Approval Date: 07/25/2024

Effective Date: 08/09/2024

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

It is the policy of the Pine-Strawberry Fire District (PSFD) to foster a work environment that supports members in avoiding situations, on or off duty, which create a conflict of interest, are unbecoming of a member, or bring discredit upon the District. The District, as the primary employer of career suppression, management, and administrative members, reserves the right to regulate conduct by those members while engaged in employment away from the District to the extent necessary protect the interests of the District and its residents through procedures to review and permit secondary (outside) employment and enterprises.

II. PURPOSE:

The purpose of this policy is to prohibit conflicts of interest between members and the District and establish a means to avoid situations that bring discredit upon the District or create a potential risk of unbecoming conduct by a member when a member wishes to engage in employment or enterprise outside their primary employment.

III. SCOPE:

This policy applies to all full-time suppression/emergency medical (career), and full-time management and administrative members. It does not apply to reserve or part-time members who do not participate in a retirement plan or receive non-wage benefits through PSFD.

IV. DEFINITION:

For the purpose of this policy, “immediate family” includes a parent or stepparent, spouse, domestic partner, child or stepchild, grandparent, sibling, and parent/sibling in-laws.

V. CONFLICT OF INTEREST:

- A. If a member or a member’s immediate family has a financial interest in an organization that does business with the District, and that interest might impact the member’s decisions or actions with the District, the member must fully disclose the interest to the Fire Chief or Fire Board and must not represent the District in any related transactions.
- B. No member or immediately family shall accept or solicit any gift, service, special accommodation, or other favor/s from any person or enterprise with whom the District does business if it might be inferred that such action could affect the member’s business decisions.
 - 1. This policy does not preclude normal, ethical business practices such as business meals or receiving promotional items of nominal value.
- C. No member or immediate family shall directly or indirectly give, offer, or promise anything of value to any representative of any organization in connection with any transaction or business the District may have with the organization.
- D. No member or immediate family shall engage in any conduct that is disloyal, disruptive, competitive, or damaging to the District.
- E. Because it is not possible to describe every situation that could arise involving an actual or potential conflict of interest, members are required to carefully evaluate any activity that could be construed as conflicting with their employment with the District.
 - 1. Members are encouraged to seek advice from the Fire Chief or Fire Board regarding any such activity.

VI. OUTSIDE EMPLOYMENT:

- A. The Pine-Strawberry Fire District will be considered the primary employer for all career members.

- B. PSFD considers work done by the members of the District to be a matter of public safety.
 - 1. PSFD reserves the right to have knowledge of and to permit or deny outside employment.
 - 2. Outside employment includes the practice of any trade, business, or profession, including self-employment, for the benefit of any person, business, agency, or enterprise other than PSFD.
 - 3. The Fire Chief (or designee) must review and approve or deny all requests to engage in outside (off-duty) employment.
 - 4. Captains will manage this policy regarding their subordinates.
 - 5. The Fire Chief will manage this policy regarding Captains.
- C. When engaged in outside employment, members:
 - 1. Are prohibited from using any District equipment or resources, including access to official records or databases of the District or other agencies, without prior authorization.
 - 2. Will not act under color of their PSFD position, make commitments of District resources or functions, or otherwise represent the District while performing outside employment.
 - 3. Will not use their position with the District to secure advantage or privilege for their outside employer.
 - 4. Will give at least two weeks' notice of any intent to use unscheduled PTO from PSFD duties to engage in outside employment.
 - a. Failure to give adequate notice may be considered abandonment of position or conflict of interest.
- D. Requests for approval of outside employment (initial or continuing) will be routed through the member's supervisor to the Fire Chief.

1. Approval for outside employment is dependent upon the member's satisfactory performance of all required PSFD duties and their ability to continue to perform those duties unencumbered.
2. Outside employment may be denied if there are reasonable grounds to believe that such employment will:
 - a. Create an undue risk for or actual conflict of interest.
 - b. Place the member in a position that will reflect unfavorably on the District.
 - c. Where there is a foreseeable and/or unreasonable risk that the member will engage in unbecoming conduct.
 - d. Approval for outside employment may be revoked by the Fire Chief for any of the above grounds, for denial of approval, or if the outside employment negatively affects the member's on duty performance or responsibilities.
- E. It is the member's responsibility to notify their supervisor of their intent to engage in outside employment and to complete a "Request for Approval of Outside Employment" form.
- F. Members must obtain supervisory and Fire Chief approval prior to engaging in any proposed outside employment.
- G. Supervisors will review all requests for compliance with this policy and ensure that all fields on the request form are thoroughly completed.
 1. If the request meets the criteria outlined in this policy, the supervisor will sign and date the request and forward it for consideration and, if appropriate, approval by the Fire Chief.
 2. A copy of the approved or denied request form will be placed in the member's personnel file and a copy will be returned to the member.
 3. A member who has previously obtained approval for outside employment must complete a new request each year as part of the annual evaluation process, even if there has been no change to the outside employment since the previous approval.
- H. The Fire Chief has the final discretion to approve or deny a member's request for outside employment.

1. If the Fire Chief denies the request, the requesting member may appeal the denial by:
 - a. Requesting an in-person meeting with the Fire Chief.
 - (1) The member may request their supervisor or representative be present at that meeting.
 - b. If unsatisfied with the results of that meeting, the member may use the Grievance Rights and Procedures, as provided elsewhere in policy (Policy 3.10), if there are grounds to reasonably believe that the decision was discriminatory or otherwise unfair.
- I. A member who has received approval for outside employment must advise their supervisor and the Fire Chief of changes to their outside employment, including any change in the scope of work, services rendered, or any other material changes.
- J. When a member has received approval for outside employment, it is their responsibility to ensure that their attendance and performance of duties and responsibilities for the District remains their primary employment obligation, without detrimental impact upon the District or interference with the member's ability to perform all of their required PSFD duties.
- K. While on duty at PSFD, members shall not perform work for their outside employer or enterprise which, in any way, negatively impacts the member's ability to perform their PSFD duties, including readiness to respond to requests for service or emergencies.
- L. The Fire Chief may revoke a prior approval for outside employment at any time if the Fire Chief determines that the outside employment results in a conflict of interest or has, or reasonably could have, any negative impact upon the District, or becomes a violation of any District policy.
- M. A member who violates this policy is subject to discipline, up to and including termination of their employment with the District.



Pine-Strawberry Fire District

Employment Practices

2.7

Subject: District Travel

Page: 1 of 4

Board Approval Date: 04/18/2024

Effective Date: 05/03/2024

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

It is the policy of The Pine-Strawberry Fire District (PSFD) to support the operations and professional development of the District by providing funding for certain expenses incurred by members engaged in authorized travel for District-related business, training, or education.

II. PURPOSE:

To establish a process for members to request authorization for funding and/or reimbursement of travel-related expenses for authorized District-related business, training, or education.

III. SCOPE:

- A. This policy and the availability of reimbursement for actual travel-related expenses applies to PSFD members.
- B. This policy does not apply to wildland deployments.
- C. This policy does not restrict other spending alternatives for District activities (including use of District credit cards) where authorized by policy, SOG, or approved by the Fire Chief or designate.

IV. PROCEDURE:

- A. The most cost effective, practical method of travel will be used when traveling on District business or for authorized training or education.
 - 1. A District vehicle should be used by members unless another means of travel is authorized by the Fire Chief.
 - 2. Meal expenses may be authorized if the duration of travel and the authorized training or District business is out of District and over 4 hours.
 - a. The actual expense for meals (excluding any alcohol) including tax and reasonable tip, not to exceed per diem rates (below), may be reimbursed if the request is accompanied by an appropriate receipt.
 - 3. Lodging expenses may be authorized.
 - 4. A proper expense reimbursement form shall be completed before payment is authorized.
 - 5. Claims for travel reimbursement must have prior written justification and approval by the Fire Chief.
 - 6. When necessary, the Chief may authorize a travel advance.
- B. A PSFD per diem report must be submitted for reimbursement approval and will include at least the following:
 - 1. Reason, location, and period of travel.
 - 2. Means and cost of transportation.
 - a. Vehicular Travel:
 - (1) A department vehicle should be used for where it is the most cost efficient.
 - (2) Use of a privately owned vehicle may be authorized by the Fire Chief.
 - (a) Miles driven via the most direct practical route will be included.

- (b) Once travel is completed, mileage will be paid at currently approved rates.
 - (c) Advances on vehicle mileage reimbursements are available with a written request submitted to the Fire Chief at least 14 days prior to traveling.
 - (d) Failure to submit required documentation of actual miles driven within 14 days after the trip will result in the advanced amount being withheld from the traveler's paycheck.
 - (3) If a District vehicle is available but the member elects to use a privately owned vehicle, no mileage reimbursement will be paid.
 - (4) Any member traveling by privately owned vehicle will maintain vehicle liability insurance meeting statutory requirements.
 - (a) The member's personal vehicle insurance coverage is considered primary.
- 3. The District may elect to provide coach airfare, at the lowest practical fare for flight(s) which meet the requirements and purpose of the authorized travel.
 - a. Personnel costs for travel time, means, and cost of transfers to and from the airport will be included in transportation costs when considering the means of transportation authorized.
 - b. Prearranged rental or reimbursable ground transportation at the destination may be authorized by the Fire Chief.
 - c. Any ground transportation expenses submitted for reimbursement must be accompanied by an appropriate receipt.
- 4. The number and location of overnight stays will be included in travel plans submitted for approval.
 - a. The necessity and duration of overnight lodging must be justified and approved by the Fire Chief or designate.
 - b. Lodging costs should not exceed prevailing "government" rates.
 - (1) Variance from the government rate may be approved by the Fire Chief, in some circumstances, with adequate justification.

- (2) Lodging costs may not exceed published rates available to the general public (rack rate) for the dates and locations requested.

5. Meals Per Diem Allowance:

- a. To maintain consistency, reduce paperwork, and facilitate ease of submission, the District will provide a per diem meal allowance in accordance with IRS rules and following current GSA Federal rates for the applicable location.
 - (1) Per diem checks will be issued if the approved travel request is received at least 14 days prior to the travel dates.
- b. Allowances for individual meals for travel days that are less than a full 24-hour day must be approved by the Fire Chief or designate.
- c. Any meals which are included in registration fees or lodging costs cannot be claimed for reimbursement or Per Diem advance.

6. Once the travel plan has been approved, members may make authorized reservations.

- a. Registration fees, transportation, and lodging expenses should be prepaid with a District credit card when possible.
- b. If lodging is included in the registration fee or lodging is otherwise provided, lodging cannot be claimed for reimbursement.



Pine-Strawberry Fire District Employment Practices 2.8

Subject: Promotions

Page: 1 of 4

Board Approval Date: 06/20/2024

Effective Date: 07/05/2024

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

It is the policy of the Pine-Strawberry Fire District (PSFD) to allow and encourage members to grow and develop within their career path through supported training, education, assignments, and promotion within the District without regard to race, sex, color, age, national origin, religious affiliation, or disability.

II. PURPOSE:

The purpose of this policy is to establish and guide a fair and equitable process to select members to fill actual or anticipated promotional positions within the District's established position and rank structure.

III. SCOPE:

- A. This policy applies to all operational members of the District.
- B. This policy does not apply to the selection of the Fire Chief, which is the responsibility of the Fire Board.

IV. DEFINITION:

- A. Promotion is the advancement of a member from one position to another position in a higher classification, generally with new, additional, supervisory, or management responsibilities and at a higher pay scale.
- B. PQW refers to the Position Qualification Workbook (Task Book) which is the guiding document for minimum training and requirements to be eligible for acting positions or promotions.

- C. Acting Eligibility Status refers to members who have completed the PQW and are eligible to act out of class.
- D. Eligibility List is a list of candidates who meet a position's minimum requirements and have successfully completed a promotional exam for a given position. This list is published in rank order.

V. GUIDELINES / PROCEDURES:

- A. All PSFD members are encouraged to seek advancement opportunities and to obtain guidance from their supervisor and/or the Fire Chief.
- B. Eligibility to compete for promotion should be determined by the member's ability to meet the requirements of the position, record of satisfactory performance in the member's current position (for at least the minimum required service time), and completion of the required PQW.
- C. Promotional testing announcements shall be posted at least 6 months prior to the promotion testing and shall describe the position, requirements, and selection process.
 - a. Promotional testing will be conducted every 2 years between the months of February and April.
- D. The completion of a promotional testing will result in creation and publication of a promotional eligibility list containing the names of all successful candidates.
 - a. Successful candidates will be listed in ranked order.
 - b. Selection process scores will not be published.
 - c. The promotional eligibility list is valid for a period of 2 years from the date of publication, and expires on April 30, unless exhausted earlier.
- E. During promotional screening, testing, and candidate selection, management may consider work history, performance appraisal records, education, and job-related qualifications.
- F. A promotional process may include written examinations, skills assessments, oral interviews, other processes, or any combination thereof.
- G. Once an eligibility list has been established and a position becomes available, the position shall be offered to highest ranked (scoring) eligible member on the list.

- a. If a member has been placed on the eligibility list, is offered a promotion, and subsequently rejects the promotion, the member may remain on the eligibility list at the same ranked position.
 - b. If the member declines promotion a second time, the member's name will be removed from the eligibility list.
- H. As related to direct appointment by the Fire Chief, if there is only one qualified applicant, the Fire Chief reserves the right to conduct a Chief's interview to determine suitability for promotion of that member.
 - a. At the Fire Chief's discretion, they may conduct an internal/external recruitment process.
 - b. The Fire Chief reserves the right to change some requirements of the position with adequate notice to members.
- I. When a member is promoted to a position within a higher classification, the member's pay shall be adjusted to the first step in the new position pay range.
- J. Upon promotion, the member shall serve a promotional probationary period of 180 calendar days.
- K. If a member does not satisfy the orientation or other probationary requirements of the position, they shall be returned to their original position.
 - a. Their salary shall be adjusted to the same level received prior to promotion.

VI. CAREER PATH TIMELINES AND REQUIREMENTS:

The following are minimum requirements for appointment: meet current NFPA 1001 edition, Arizona FF 1 & II certification (or equivalent as determined by the Training Office and Fire Chief), Arizona EMT (or eligible for Arizona State certification), and successful completion of any other eligibility requirements and tests.

- A. Firefighter: Position Time Require (PTR): none: Work to be completed (WTC): All requirements listed above.
- B. Acting-Engineer: PTR: 1 year as FF: WTC: Completion of Engineer PQW.
- C. Engineer: PTR: 1 year as Acting-Engineer and on eligibility list.

- D. Acting-Captain: PTR: 1 year as Engineer or 2 years as Acting-Engineer: WTC:
Completed Captain PQW.
- E. Captain: PTR: 1 year as Acting-Captain and on eligibility list.



Pine-Strawberry Fire District Employment Practices 2.9

Subject: Performance Evaluations

Page: 1 of 5

Board Approval Date: 12/19/2024

Effective Date: 01/03/2025

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

It is the policy of the Pine-Strawberry Fire District (PSFD) to provide a process by which the job performance of each member is formally, regularly, and systematically reviewed and shared with members for the purpose of recognizing superior performance, supporting job performance which meets professional and District expectations, and provides guidance to improve performance in areas which do not meet established standards.

II. PURPOSE:

The purpose of this policy is to provide members a performance evaluation process that shall be managed to accomplish the following objectives:

- A. To provide members with full and accurate information and feedback concerning their performance.
- B. To identify performance elements in which members do well and those elements that require improvements.
 - 1. To establish plans to correct performance shortcomings and to establish goals for the upcoming performance period.
- C. To provide members with the opportunity to ask questions and/or give comments and feedback regarding their overall employment with the District.
- D. To identify performance expectations of the supervisor and the District based upon the District's Mission and established priorities.
- E. To facilitate planning for future training and promotional opportunities.

III. SCOPE:

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

IV. GUIDELINES:

A. Evaluation Criteria:

1. All performance evaluations shall be completed on the approved "Performance Evaluation" form for the member's position.
2. NFPA standards of professional qualifications and the PSFD policies, procedures, and directives shall be used as basic guidelines for performance determination.
3. Principal considerations within the evaluation may include, but are not limited to: job knowledge, quality of work, initiative, attendance, teamwork, communication, adherence to policies and procedures, ability to execute position responsibilities and duties, etc.

B. Approval:

1. The Fire Chief shall review and approve all member performance evaluations.

V. PROCEDURES FOR PERFORMANCE EVALUATION PROCESS:

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

1. Evaluations should be conducted objectively; honestly; based upon previously outlined standards; and take into consideration previous evaluation, goals, and objectives.

B. Probationary Period Performance Evaluation:

1. All new and newly promoted members shall receive a performance evaluation quarterly during the probationary period to ensure that the member is progressing as expected during the probationary period, including:
 - a. A final evaluation at the completion of their probationary period.

C. Annual Performance Evaluation:

1. Performance evaluations will be conducted each year during the month of January.
 - a. Supervisors must complete the member's performance evaluation by January 31 and forward it to the Fire Chief for review.
 - b. The Fire Chief will review the member's performance evaluation and return it to the supervisor with comments, approval, or disapproval by February 7.

D. Performance Evaluation Discussion:

1. When the supervisor receives the performance evaluation back from the Fire Chief, the supervisor shall hold a discussion with the member regarding the performance evaluation.
 - a. The discussion shall be held at a prearranged time in a private location free from interruptions.
 - b. The discussion and completion of the performance evaluation must be completed by February 28.

E. Member's Signature:

1. The member shall be asked to acknowledge receipt of the performance evaluation by signing the form.
 - a. The member may provide comments if so desired.
 - b. If the member refuses to sign the form, the supervisor shall write in "Member Refuses to Sign" and initial and date the form.
 - c. Disagreements on ratings should be resolved at the lowest level possible, and the member may use the grievance procedures only if the perceived grievance meets criteria established in policy (Policy 3.10 Grievances Rights and Procedures).

2. The supervisor shall sign and date the form and forward it to the Fire Chief.
3. The Fire Chief shall sign and date the form, and have it filed in the member's personnel file.

F. Performance Ratings:

1. Evaluation Rating: Each section of the performance evaluation requires a rating based on the member's performance as compared to the organizational standards.
 - a. The rating is provided to assist in developing consistency and in assigning the most appropriate measurement of the member's performance.

2. The Category Ratings are as follows:

0 - Consistently performs routine work below District

standard: Rating performance in this category means the member is consistently not meeting organizational or position standards and is performing at a level far below their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

1 – Occasionally performs routine work below District

standard: Rating performance in this category means the member occasionally meets the organizational or position standards and is performing less than the bare minimum level for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

2 – Performs routine work in accordance with District

standard: Rating performance in this category means the member is meeting the organizational and position standards and is performing at an acceptable level for their job classification and experience level. Supervisor's comments are not required but can be documented for this rating.

3 - Frequently performs routine work above District standard:

Rating performance in this category means the member frequently performs at a level above organizational and position standards and is performing at a level that exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

4 – Consistently performs routine work above District

standard: Rating performance in this category means the member consistently performs at a level above organizational and position standards and is performing at a level that well exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

3. Final or overall performance ratings are calculated based on the numerical average of all performance rating categories (rounded to one decimal point).

G. Outside Employment Form:

1. As required elsewhere in policy (Policy 2.6 Conflict of Interest and Outside Employment), annual performance evaluations must include a review and renewal of all outside employment approvals.

H. Performance Evaluation Retention:

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

I. Performance Evaluation Instructions Letter:

1. The Performance Evaluation Instructions Letter will be attached to the "Performance Evaluation" Form and is intended as a guide for completing the member's evaluations forms.
2. Supervisors should refer to policy (Policy 2.9 Performance Evaluation) for detailed instructions on the performance evaluation process, record keeping, and implementation.



PINE-STRAWBERRY FIRE DISTRICT

Firefighter Performance Evaluation

MEMBER'S NAME: _____ EVALUATION DATE: _____

EVALUATION TYPE: _____ Annual _____ Probationary _____ Special

Evaluation Rating: Each section of the performance evaluation requires a rating based on the member's performance as compared to the organizational standards. The rating is provided to assist in developing consistency and in assigning the most appropriate measurement of the member's performance.

0 - Consistently performs routine work below District standard: Rating performance in this category means the member is consistently not meeting organizational or position standards and is performing at a level far below their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

1 - Occasionally performs routine work below District standard: Rating performance in this category means the member occasionally meets the organizational or position standards and is performing less than the bare minimum level for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

2 - Performs routine work in accordance with District standard: Rating performance in this category means the member is meeting the organizational and position standards and is performing at an acceptable level for their job classification and experience level. Supervisor's comments are not required but can be documented for this rating.

3 - Frequently performs routine work above District standard:
Rating performance in this category means the member frequently performs at a level above organizational and position standards and is performing at a level that exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

4 - Consistently performs routine work above District standard: Rating performance in this category means the member consistently performs at a level above organizational and position standards and is performing at a level that well exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

PERFORMANCE FACTORS	RATING
1. ROUTINE WORK: Station and apparatus maintenance; timely attendance at work, classes, and drills; quality of duty performance; assignments completed on a thorough and timely basis; shows pride, poise, and professionalism in work; strives for excellence in service and performance. Comments:	
2. FIREFIGHTER SKILLS: Ability to perform minimum company standards and follow standard operational procedures (SOP); use of tools and equipment; knowledge of fire ground operations; good judgment displayed at drills or emergencies; use of radio. Comments:	

3. MEDICAL AND RESCUE SKILLS: Knowledge of EMS protocols and procedures; use of medical equipment; good judgment displayed at training or emergencies; proficiency in patient care; maintain medical certification. Comments:	
4. SAFETY PRACTICES: Emergency and routine operation of equipment and apparatus; safe driving skills; wears correct safety gear and PPE; hazard identification; attitude to protect oneself and others through safe work practices; knows and follows safety procedures and practices. Comments:	
5. PHYSICAL FITNESS: Understands, supports, and participates in the District commitment to physical training; maintains level of fitness to meet demand of their position; passes the annual Physical Performance Assessment (PPA); annually passes the work capacity test (Pack Test). Comment:	
6. ATTITUDE: Demonstrates cooperative spirit, teamwork, and respect for others; openly supports organizational goals and management directives; models a positive, can-do outlook; shows sensitivity to intrapersonal relationships; maintains appropriate sense of humor. Comments:	
7. GENERAL CONDUCT: Complies with rules and regulations; accepts supervision, directions, and change; accepts responsibility for attitude, actions, and performance; shows interest in the job and maintaining District image; behaves professionally both on and off the job; does not take liberties with District time, money, or equipment; appropriate level of grooming/dress; uses PTO time appropriately; supports management, policies, and directives; provides feedback, opinions, and concerns properly and in a professional manner. Comment:	
8. DEPENDABILITY: Able to perform with minimal supervision; quality of work, routine duties, and special assignments; accuracy of work performed; can be counted on as a team member; is reliable; good attendance and is punctual; meets deadlines; follows through on assignments; responds to instructions and procedures. Comments:	
9. TEMPERAMENT: Effective under stress or emergency conditions; accepts directions, change, and constructive criticism; maintains consistent temperament, demonstrating emotional maturity. Comment:	
10. INITIATIVE: Enthusiasm for personal, professional, and organizational improvement; sets and enforces high yet attainable standards; identifies opportunities to improve systems, procedures, and performance; performs tasks when needed without prompting; maintains a high level of efficiency; puts forth extra effort.	

Comment:	
11. TRAINING: Attendance, attitude, and participation in training; retains information, understands instructions, prepares for class and drills, and passes tests or exercises; keeps up with trends and changes in fire and EMS, as well as in specific rank and/or position; shares knowledge with fellow members; requests to attend training that will improve his/her ability, performance, and necessity to the District and profession. Comment:	
12. COMMUNICATION: Able to communicate ideas, instructions, and information to others both verbally and in writing with proper use of grammar and punctuation; capable of public speaking and report-writing; communicates well in meetings or one-on-one situations; able to deliver concise communication, ensuring that the message is received and understood; communicates respectfully with others. Comment:	
13. CUSTOMER SERVICE: Demonstrates belief that customer needs come first; promptly responds to citizens' concerns and inquiries; solicits customer feedback in an effort to improve service; realizes and acts knowing his/her actions, attitude, and performance relates to the District community relations; participates and assists in community events to foster a positive view of the District within the community. Comment:	
ACCOMPLISHMENTS: List or describe accomplishments, new certifications, education, or activities.	
GOALS/OBJECTIVES: List specific goals and objectives, issues to be resolved, or projects to be accomplished.	
MEMBER'S COMMENTS: The member is invited and encouraged to express their opinions on their evaluation (may attach additional sheets if necessary).	

OUTSIDE EMPLOYMENT REVIEW AND APPROVAL:**None Rated. Enter a Yes, No or N/A as applicable.**

Complies with and supports the outside employment notification and documentation requirement; completed and updated his/her outside employment form; his/her outside employment form was approved and on file.

Comment:

RATING		
NUMBER OF CATEGORIES EVALUATED		
(Final score / numbers of categories evaluated equals final score) FINAL RATING		
Supervisor's Signature:	Date:	
The signature below of the member indicates that the evaluation has been reviewed with the member by the supervisor; it does not necessarily indicate agreement with the supervisor's evaluation or comments. The member has the opportunity to express their opinion of their evaluation and/or comments in the section provided for them above.		
Member's Signature:	Date:	
Fire Chief's Signature:	Date:	



PINE-STRAWBERRY FIRE DISTRICT

Engineer Performance Evaluation

MEMBER'S NAME: _____ EVALUATION DATE: _____

EVALUATION TYPE: _____ Annual _____ Probationary _____ Special

Evaluation Rating: Each section of the performance evaluation requires a rating based on the member's performance as compared to the organizational standards. The rating is provided to assist in developing consistency and in assigning the most appropriate measurement of the member's performance.

0 - Consistently performs routine work below District standard: Rating performance in this category means the member is consistently not meeting organizational or position standards and is performing at a level far below their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

1 - Occasionally performs routine work below District standard: Rating performance in this category means the member occasionally meets the organizational or position standards and is performing less than the bare minimum level for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

2 - Performs routine work in accordance with District standard: Rating performance in this category means the member is meeting the organizational and position standards and is performing at an acceptable level for their job classification and experience level. Supervisor's comments are not required but can be documented for this rating.

3 - Frequently performs routine work above District standard:
Rating performance in this category means the member frequently performs at a level above organizational and position standards and is performing at a level that exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

4 - Consistently performs routine work above District standard: Rating performance in this category means the member consistently performs at a level above organizational and position standards and is performing at a level that well exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

PERFORMANCE FACTORS	RATING
1. ROUTINE WORK: Station and apparatus maintenance; timely attendance at work, classes, and drills; quality of duty performance; assignments completed on a thorough and timely basis; shows pride, poise, and professionalism in work; strives for excellence in service and performance. Comments:	

<p>2. FIREFIGHTER SKILLS: Ability to perform minimum company standards and follow standard operational procedures (SOP); use of tools and equipment; knowledge of fire ground operations; good judgment displayed at drills or emergencies; use of radio.</p> <p>Comments:</p>	
<p>3. MEDICAL AND RESCUE SKILLS: Knowledge of EMS protocols and procedures; use of medical equipment; good judgment displayed at training or emergencies; proficiency in patient care; maintain medical certification.</p> <p>Comments:</p>	
<p>4. SAFETY PRACTICES: Emergency and routine operation of equipment and apparatus; safe driving skills; wears correct safety gear and PPE; hazard identification; attitude to protect oneself and others through safe work practices; knows and follows safety procedures and practices.</p> <p>Comments:</p>	
<p>5. PHYSICAL FITNESS: Understands, supports, and participates in the District commitment to physical training; maintains level of fitness to meet demand of their position; passes the annual Physical Performance Assessment (PPA); annually passes the work capacity test (Pack Test).</p> <p>Comment:</p>	
<p>6. ATTITUDE: Demonstrates cooperative spirit, teamwork, and respect for others; openly supports organizational goals and management directives; models a positive, can-do outlook; shows sensitivity to intrapersonal relationships; maintains appropriate sense of humor.</p> <p>Comments:</p>	
<p>7. GENERAL CONDUCT: Complies with rules and regulations; accepts supervision, directions, and change; accepts responsibility for attitude, actions, and performance; interest in the job and maintaining District image; behaves professionally both on and off the job; does not take liberties with District time, money, or equipment; appropriate level of grooming/dress; uses PTO time appropriately; supports management, policies, and directives; provides feedback, opinions, and concerns properly and in a professional manner.</p> <p>Comment:</p>	
<p>8. DEPENDABILITY: Able to perform with minimal supervision; quality of work, routine duties, and special assignments; accuracy of work performed; can be counted on as a team member; is reliable; good attendance and is punctual; meets deadlines; follows through on assignments; responds to instructions and procedures.</p> <p>Comments:</p>	
<p>9. TEMPERAMENT: Effective under stress or emergency conditions; accepts directions, change, and constructive criticism; maintains consistent temperament, demonstrating emotional maturity.</p> <p>Comment:</p>	

<p>10. INITIATIVE: Enthusiasm for personal, professional, and organizational improvement; sets and enforces high yet attainable standards; identifies opportunities to improve systems, procedures, and performance; performs tasks when needed without prompting; maintains a high level of efficiency; puts forth extra effort.</p> <p>Comment:</p>	.
<p>11. TRAINING: Attendance, attitude, and participation in training; retains information, understands instructions, prepares for class and drills, and passes tests or exercises; keeps up with trends and changes in fire and EMS, as well as in specific rank and/or position; shares knowledge with fellow members; requests to attend training that will improve his/her ability, performance, and necessity to the District and profession.</p> <p>Comment:</p>	
<p>12. COMMUNICATION: Able to communicate ideas, instructions, and information to others both verbally and in writing with proper use of grammar and punctuation; capable of public speaking and report-writing; communicates well in meetings or one-on-one situations; able to deliver concise communication, ensuring that the message is received and understood; communicates respectfully with others.</p> <p>Comment:</p>	
<p>13. CUSTOMER SERVICE: Demonstrates belief that customer needs come first; promptly responds to citizens' concerns and inquiries; solicits customer feedback in an effort to improve service; realizes and acts knowing his/her actions, attitude, and performance relates to the District community relations; participates and assists in community events to foster a positive view of the District within the community.</p> <p>Comment:</p>	
<p>14. FIRE GROUND HYDRAULICS: Has good working knowledge of fire hydraulics; quickly able to calculate correct pressure and flow; maintains effective fire streams.</p> <p>Comment:</p>	
<p>15. DRIVING: Has knowledge of current traffic laws as they pertain to emergency apparatus; drives apparatus safely and effectively in both emergency and non-emergency situations; able to maneuver and place apparatus as necessary.</p> <p>Comment:</p>	
<p>16. FIRE PUMPS AND ACCESSORIES: Understands the principles of operation of fire pumps and accessories; able to operate pumps and accessories efficiently during drills and emergency incidents; able to perform routine pump maintenance; knowledge of foam and foam proportioning systems.</p> <p>Comments:</p>	
<p>17. EDUCATIONAL METHODOLOGY: Able to train subordinates, prepare curriculum and lesson plans, and deliver classes; training effectiveness as exhibited by performance of crew.</p> <p>Comments:</p>	

ACCOMPLISHMENTS: List or describe accomplishments, new certifications, education, or activities.

GOALS/OBJECTIVES: List specific goals and objectives, issues to be resolved, or projects to be accomplished.

MEMBER'S COMMENTS: The member is invited and encouraged to express their opinions on their evaluation (may attach additional sheets if necessary).

OUTSIDE EMPLOYMENT REVIEW AND APPROVAL:

None Rated: Enter a Yes, No, or N/A as applicable.

Complies with and supports the outside employment notification and documentation requirement; completed and updated his/her outside employment form; his/her outside employment form was approved and on file.

Comment:

RATING		
NUMBER OF CATEGORIES EVALUATED		
(Final score / numbers of categories evaluated equals final score) FINAL RATING		
Supervisor's Signature:	Date:	
The signature below of the member indicates that the evaluation has been reviewed with the member by the supervisor; it does not necessarily indicate agreement with the supervisor's evaluation or comments. The member has the opportunity to express their opinion of their evaluation and/or comments in the section provided for them above.		
Member's Signature:	Date:	
Fire Chief's Signature:	Date:	



PINE-STRAWBERRY FIRE DISTRICT

Captain Performance Evaluation

MEMBER'S NAME: _____ EVALUATION DATE: _____

EVALUATION TYPE: _____ Annual _____ Probationary _____ Special

Evaluation Rating: Each section of the performance evaluation requires a rating based on the member's performance as compared to the organizational standards. The rating is provided to assist in developing consistency and in assigning the most appropriate measurement of the member's performance.

0 - Consistently performs routine work below District standard: Rating performance in this category means the member is consistently not meeting organizational or position standards and is performing at a level far below their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

1 - Occasionally performs routine work below District standard: Rating performance in this category means the member occasionally meets the organizational or position standards and is performing less than the bare minimum level for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

2 - Performs routine work in accordance with District standard: Rating performance in this category means the member is meeting the organizational and position standards and is performing at an acceptable level for their job classification and experience level. Supervisor's comments are not required but can be documented for this rating.

3 - Frequently performs routine work above District standard:
Rating performance in this category means the member frequently performs at a level above organizational and position standards and is performing at a level that exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

4 - Consistently performs routine work above District standard: Rating performance in this category means the member consistently performs at a level above organizational and position standards and is performing at a level that well exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

PERFORMANCE FACTORS	RATING
1. ROUTINE WORK: Station and apparatus maintenance; timely attendance at work, classes, and drills; quality of duty performance; assignments completed on a thorough and timely basis; shows pride, poise, and professionalism in work; strives for excellence in service and performance. Comments:	
2. FIREFIGHTER SKILLS: Ability to perform minimum company standards and follow standard operational procedures (SOP); use of tools and equipment; knowledge of fire ground operations; good judgment displayed at drills or emergencies; use of radio.	

Comments:	
3. MEDICAL AND RESCUE SKILLS: Knowledge of EMS protocols and procedures; use of medical equipment; good judgment displayed at training or emergencies; proficiency in patient care; maintain medical certification. Comments:	
4. SAFETY PRACTICES: Emergency and routine operation of equipment and apparatus; safe driving skills; wears correct safety gear and PPE; hazard identification; attitude to protect oneself and others through safe work practices; knows and follows safety procedures and practices. Comments:	
5. PHYSICAL FITNESS: Understands, supports, and participates in the District commitment to physical training; maintains level of fitness to meet demand of their position; passes the annual Physical Performance Assessment (PPA); annually passes work capacity test (Pack Test). Comment:	
6. ATTITUDE: Demonstrates cooperative spirit, teamwork, and respect for others; openly supports organizational goals and management directives; models a positive, can-do outlook; shows sensitivity to intrapersonal relationships; maintains appropriate sense of humor. Comments:	
7. GENERAL CONDUCT: Complies with rules and regulations; accepts supervision, directions, and change; accepts responsibility for attitude, actions, and performance; interest in the job and maintaining District image; behaves professionally both on and off the job; does not take liberties with District time, money, or equipment; appropriate level of grooming/dress; uses PTO time appropriately; supports management, policies, and directives; provides feedback, opinion and concerns properly and in a professional manner. Comment:	
8. DEPENDABILITY: Able to perform with minimal supervision; quality of work, routine duties, and special assignments; accuracy of work performed; can be counted on as a team member; is reliable; good attendance and is punctual; meets deadlines; follows through on assignments; responds to instructions and procedures. Comments:	
9. TEMPERAMENT: Effective under stress or emergency conditions; accepts directions, change, and constructive criticism; maintains consistent temperament, demonstrating emotional maturity. Comment:	
10. INITIATIVE: Enthusiasm for personal, professional, and organizational improvement; sets and enforces high yet attainable standards; identifies opportunities to improve systems, procedures, and performance; performs tasks when needed without prompting; maintains a high level of efficiency; puts forth extra effort.	

Comment:	
11. TRAINING: Attendance, attitude, and participation in training; retains information, understands instructions, prepares for class and drills, and passes test or exercises; keeps up with trends and changes in fire and EMS, as well as in specific rank and/or position; shares knowledge with fellow members; requests to attend training that will improve his/hers ability, performance, and necessity to the District and profession. Comment:	
12. COMMUNICATION: Able to communicate ideas, instructions, and information to others both verbally and in writing with proper use of grammar and punctuation; capable of public speaking and report-writing; communicates well in meetings or one-on-one situations; able to deliver concise communication, ensuring that the message is received and understood; communicates respectfully with others. Comment:	
13. CUSTOMER SERVICE: Demonstrates belief that customer needs come first; promptly responds to citizens' concerns and inquiries; solicits customer feedback in an effort to improve service; realizes and acts knowing his/her actions, attitude, performance relates to the District community relations; participates and assists in community events to foster a positive view of the District within the community. Comment:	
14. FIRE GROUND HYDRAULICS: Has good working knowledge of fire hydraulics; quickly able to calculate correct pressure and flow; maintains effective fire streams. Comment:	
15. DRIVING: Has knowledge of current traffic laws as they pertain to emergency apparatus; drives apparatus safely and effectively in both emergency and non-emergency situations; able to maneuver and place apparatus as necessary. Comment:	
16. FIRE PUMPS AND ACCESSORIES: Understands the principles of operation of fire pumps and accessories; able to operate pumps and accessories efficiently during drills and emergency incidents; able to perform routine pump maintenance; knowledge of foam and foam proportioning systems. Comments:	
17. MECHANICAL KNOWLEDGE: Understands operational theories of gas and diesel engines and related apparatus sub-assemblies; able to diagnose and make minor repairs on apparatus; able to perform accurate truck checks and document findings. Comments:	
18. AREA FAMILIARITY: Has good working geographical knowledge of the District; knows how to use map system effectively. Comments:	

<p>19. MANAGEMENT SKILLS: Use of management principles such as planning, organizing, directing, coordinating of personnel, equipment, and activities; capable of effective follow-up, meeting deadlines, and productivity; development of systems and processes that organize workflow to assure efficiency and effectiveness.</p> <p>Comments:</p>	
<p>20. SUPERVISORY SKILLS: Able to recognize, investigate, and resolve conflicts and infractions of policies in a positive, productive manner; proper use and administration of discipline; able to assist subordinates in goal setting and professional development; proper delivery of performance evaluation.</p> <p>Comments:</p>	
<p>21. LEADERSHIP SKILLS: Leads by example in a manner that positively contributes to the District's overall goals; able to influence others in a positive fashion; understands the importance of and commitment to providing a harmonious environment based on mutual respect and trust; functions as a mentor for members; able to motivate.</p> <p>Comments:</p>	
<p>22. EDUCATIONAL METHODOLOGY: Able to train subordinates, prepare curriculum and lesson plans, and deliver classes; training effectiveness as exhibited by performance of crew.</p> <p>Comments:</p>	
<p>ACCOMPLISHMENTS: List or describe accomplishments, new certifications, education, or activities.</p>	
<p>GOALS/OBJECTIVES: List specific goals and objectives, issues to be resolved, or projects to be accomplished.</p>	
<p>MEMBER'S COMMENTS: The member is invited and encouraged to express their opinions on their evaluation (may attach additional sheets if necessary).</p>	
<p>OUTSIDE EMPLOYMENT REVIEW AND APPROVAL:</p> <p>None Rated. Enter a Yes, No or N/A as applicable.</p> <p>Complies with and supports the outside employment notification and documentation requirement; completed and updated his/her outside employment form; his/her outside employment form was approved and on file.</p> <p>Comment:</p>	

RATING		
NUMBER OF CATEGORIES EVALUATED		
(Final score / numbers of categories evaluated equals final score) FINAL RATING		
Supervisor's Signature:		Date:
<p>The signature below of the member indicates that the evaluation has been reviewed with the member by the supervisor; it does not necessarily indicate agreement with the supervisor's evaluation or comments. The member has the opportunity to express their opinion of their evaluation and/or comments in the section provided for them above.</p>		
Member's Signature:		Date:
Fire Chief's Signature:		Date:



Pine-Strawberry Fire District

P.O. Box 441 ☐ Pine, Arizona 85544
Phone: (928) 476-4272 ☐ Fax: (928) 476-4634
Website: www.psfidaz.com

Outside Employment Information Form

Name: _____ Shift: _____

Are you employed by any person, firm, organization, or corporation other than the Pine-Strawberry Fire District? _____ Yes _____ No

Are you self-employed? _____ Yes _____ No

Name and Address of employer or nature of business if self-employed:

Contact Person: _____ Phone number: _____

Type of work anticipated:

Average hours per week anticipated: _____

While employed by another entity are you covered by their workman's compensation?

_____ Yes _____ No

I have fully read and comprehended this form and the Pine-Strawberry Fire District Policy 2.6 Conflict of Interest & Outside Employment. The information herein provided is true and complete to the best of my knowledge.

Member Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Approval or Denial: _____ Approved _____ Denied

Comments:

Fire Chief's Signature: _____ Date: _____



Pine-Strawberry Fire District Employment Practices 2.10

Subject: Fire Chief's Performance Evaluation

Page: 1 of 5

Board Approval Date: 12/19/2024

Effective Date: 01/03/2025

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

It is the policy of the Pine-Strawberry Fire District (PSFD) to provide a process by which the job performance of the Fire Chief is formally, annually, and systematically appraised by each member of the Fire Board and shared with the Fire Chief for the purpose of recognizing performance, professionalism, and to ensure the Fire Chief is carrying out the directive of the Fire Board, ensuring compliance with District policies and procedures, and effectively administering the affairs of the District.

II. PURPOSE:

The purpose of this policy is to provide for the Fire Chief's performance evaluation a process that shall be managed to accomplish the following objectives:

- A. To provide the Fire Chief with full and accurate information and feedback concerning their performance.
- B. To identify performance elements in which Fire Chief does well and those elements that require improvement.
 - 1. To establish plans to correct performance shortcomings and to establish goals for the upcoming performance period.
- C. To provide the Fire Chief with the opportunity to ask questions and/or give comments and feedback regarding their overall performance and employment with the District.
- D. To identify performance expectations of the Fire Board and the District based upon the District's Mission and established priorities.
- E. To facilitate planning for future training and promotional opportunities.

F. To improve communication between the Fire Chief and the Fire Board.

III. GUIDELINES:

A. Evaluation Criteria:

1. All performance evaluations shall be completed on the approved Fire Chief's Performance Evaluation Forms A and B.
2. NFPA standards of professional qualifications, the PSFD policies and procedures, the Fire Chief's job description, and Fire Board directives shall be used as basic guidelines for performance determination.
3. Principal considerations within the evaluation may include, but are not limited to: job knowledge, quality and quantity of work, attendance, teamwork, communication, adherence to policies and procedures, ability to execute position responsibilities and duties, etc.

B. Performance Evaluation Session:

1. State law allows the Fire Chief's performance evaluation session to be conducted in an executive session only if the criterion for the review is adopted in public session after the public has had an opportunity to comment on the criteria and the Fire Chief does not request the performance evaluation be conducted in public.

IV. THE PERFORMANCE EVALUATION PROCESS:

- A. Each Fire Board member is responsible for conducting a performance evaluation of the Fire Chief and completes a Fire Chief's Performance Evaluation Form A on the Fire Chief before the Board meeting evaluating the Fire Chief.
- B. The Fire Board will complete the Fire Chief's Evaluation Form B using the Fire Board members' Form A during the Fire Board meeting for evaluating the Fire Chief.
- C. Each Fire Board member's Fire Chief's evaluation rating from Form A will be added to the Fire Chief's Performance Evaluation Form B, then divided by the number of Fire Board members' evaluations for the Fire Chief's overall final evaluation rating.
- D. Each Fire Board Fire Chief Evaluation Form A will be attached to the completed Form B.

E. Probation Period Performance Evaluation:

1. A newly hired Fire Chief shall receive a performance evaluation every quarter for the first year, to ensure that the Fire Chief is performing and progressing as expected during the probationary period.
2. A newly hired Fire Chief shall receive a performance evaluation at the completion of their probationary period (12 months).

F. Annual Performance Evaluation:

1. The Fire Chief's performance evaluations will be conducted each year during their hire month.

G. Performance Evaluation Discussion:

1. Each Fire Board member will hold a discussion with the Fire Chief regarding their performance evaluation of the Fire Chief.
 - a. The discussion shall be held at a prearranged time in a private location free from interruptions.
 - b. The discussion and completion of the Fire Chief's Performance Evaluation Form A must be completed before the final evaluation during a Fire Board meeting.
2. The Fire Chief's final performance evaluation and discussion shall be held at a Fire Board meeting at prearranged time and location in accordance with state law and public meeting law.

H. Fire Chief's Signature:

1. The Fire Chief shall be asked to acknowledge receipt of each performance evaluation by signing the forms.
 - a. The Fire Chief may provide comments if so desired.
 - b. If the Fire Chief refuses to sign the Fire Board members' Fire Chief's Performance Evaluation Form A, the Fire Board member shall write in "Member Refuses to Sign" and initial and date the form.
 - c. If the Fire Chief refuses to sign the final Fire Chief's Performance Evaluation Form B, the Fire Board Chairperson shall write in "Member Refuses to Sign" and initial and date the form.

2. The Fire Board member shall sign and date the Fire Chief Performance Evaluation Form A and give it to the Fire Board Chairperson prior to the Fire Board meeting.
 3. Each Fire Board member shall sign the Fire Chief's Performance Evaluation Form B and verify their Fire Chief's Performance Evaluation rating from the Fire Chief's Performance Evaluation Form A.
 4. The Fire Board Chairperson shall sign and date the Fire Chief's Performance Evaluation Form B and have all the Fire Chief's Performance Evaluation forms attached and filed in the Fire Chief's personnel file.
- I. Performance Evaluation Retention:
1. The Fire Chief's performance evaluations shall be maintained in the Fire Chief's personnel files.
- J. Performance Evaluation Ratings:
1. Each section of the Fire Chief's Performance Evaluation Form requires a rating based on the Fire Chief's performance as compared to the Fire Board expectations, job description, quality and quantity of work, adherence to policies, procedures, and organizational standards.
 - a. The rating is provided to assist in developing consistency and in assigning the most appropriate measurement of the member's performance.
 2. Performance evaluation ratings are as follows:
0 - Consistently performs routine work below District standard:
Rating performance in this category means the member is consistently not meeting organizational or position standards and is performing at a level far below their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.
1 – Occasionally performs routine work below District standard:
Rating performance in this category means the member occasionally meets the organizational or position standards and is performing less than the bare minimum level for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

2 – Performs routine work in accordance with District standard:

Rating performance in this category means the member is meeting the organizational and position standards and is performing at an acceptable level for their job classification and experience level.

Supervisor's comments are not required but can be documented for this rating.

3 - Frequently performs routine work above District standard:

Rating performance in this category means the member frequently performs at a level above organizational and position standards and is performing at a level that exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

4 – Consistently performs routine work above District standard:

Rating performance in this category means the member consistently performs at a level above organizational and position standards and is performing at a level that well exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

3. The Fire Board member Fire Chief's Performance Evaluation rating is the rating divided by the 20 evaluations blocks.
4. Each Fire Board member's Fire Chief's Performance Evaluation rating will be added on the Fire Chief's Performance Evaluation Form B, then divided by number of Fire Board Evaluations for the Fire Chief's overall Final Performance Evaluation rating.
5. A final performance evaluation rating below 2 will require reevaluation in 90 Days. (Failure to achieve a "meets expectation" rating in 90 days can be grounds for disciplinary action and be grounds for termination.)

K. Outside Employment Form:

1. As required elsewhere in policy (Policy 2.6 Conflict of Interest and Outside Employment), annual performance evaluations must include a review and renewal of all outside employment approvals.



PINE - STRAWBERRY FIRE DISTRICT

Fire Chief Performance Evaluation Form A

FIRE CHIEF's NAME: _____ EVALUATION DATE: _____

EVALUATION PERIOD:

EVALUATION TYPE: _____ Annual _____ Probationary _____ Special

Each Fire Board member will complete a Fire Chief's Performance Evaluation Form A on the Fire Chief before the Board meeting evaluating the Fire Chief.

The Fire Board will complete the Fire Chief's Evaluation Form B during the Fire Board meeting for evaluating the Fire Chief.

Evaluation Rating: Each section of the performance evaluation requires a rating based on the Fire Chief's performance to meet the Fire Board Member's expectations, the Fire Chief's job descriptions, quality and quantity of work, adherence to policies, and procedures and organizational standards. The rating is provided to assist in developing consistency and in assigning the most appropriate measurement of the Fire Chief's performance.

0 - Consistently performs routine work below District standard: Rating performance in this category means the member is consistently not meeting organizational or position standards and is performing at a level far below their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

1 - Occasionally performs routine work below District standard: Rating performance in this category means the member occasionally meets the organizational or position standards and is performing less than the bare minimum level for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

2 - Performs routine work in accordance with District standard: Rating performance in this category means the member is meeting the organizational and position standards and is performing at an acceptable level for their job classification and experience level. Supervisor's comments are not required but can be documented for this rating.

3 - Frequently performs routine work above District standard:
Rating performance in this category means the member frequently performs at a level above organizational and position standards and is performing at a level that exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

4 - Consistently performs routine work above District standard: Rating performance in this category means the member consistently performs at a level above organizational and position standards and is performing at a level that well exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

FIRE CHIEF'S PERFORMANCE FACTORS	RATING
<p>1. <u>KNOWLEDGE, SKILLS, ABILITIES:</u> (Applies job related education; demonstrates appropriate use of skills, including management, fire, EMS skills, and experience.) <u>Comments:</u></p>	
<p>2. <u>SAFETY:</u> (Complies with occupational safety and health standards, as well as hazard identification and elimination as may be applicable to one's own actions and job responsibilities; demonstrates awareness of safety; works to avoid injury to self and others.) <u>Comments:</u></p>	
<p>3. <u>CUSTOMER SERVICE / PROFESSIONALISM:</u> (Provides strong customer service; interacts with the public and other agencies; reflects professionalism in their appearance, grooming, dress, and speech.) <u>Comments:</u></p>	
<p>4. <u>QUALITY OF WORK:</u> (Completes tasks; portrays attitude toward doing the job right the first time; produces accurate work; makes sound decisions.) <u>Comments:</u></p>	
<p>5. <u>PRODUCTIVITY / WORK VOLUME:</u> (Makes effective use of time; generates appropriate volume of work; assists others in completing tasks.) <u>Comments:</u></p>	
<p>6. <u>INITIATIVE / CREATIVITY:</u> (Self-starter; attempts non-routine tasks; brings forth ideas to improve performance of self and organization; thinks outside the box; embraces understanding that members are empowered to decisions to benefit the community and the organization.) <u>Comments:</u></p>	
<p>7. <u>INTERPERSONAL RELATIONS:</u> (Demonstrates ability to establish and maintain effective working relationships; operates as a member of the team; reflects a cooperative and collaborative spirit; accepts directions and change.) <u>Comments:</u></p>	
<p>8. <u>DEPENDABILITY:</u> (Has good attendance and is punctual; meets deadlines; follows through on assignments; responds to instructions and procedures.) <u>Comments:</u></p>	
<p>9. <u>ADHERENCE TO POLICIES / PROCEDURES:</u> (Adheres to organizational policies/procedures, including those on incident scenes; maintains care and operation of equipment and apparatus; promotes safety.)</p>	

<u>Comments:</u>	
10. <u>PHYSICAL FITNESS:</u> (Participates in and promotes PSFD Wellness/Fitness program; maintains appropriate level of fitness; completes required wellness/fitness testing.) <u>Comments:</u>	
11. <u>ACCOMPLISHMENT OF OBJECTIVES:</u> (Meets objectives and completes specific projects or goals; completes assignments in a timely manner; pursues additional tasks and duties; assists others when needed to ensure completion.) <u>Comments:</u>	
12. <u>TRAINING AND CERTIFICATION:</u> (Pursues ongoing education and/or training; completes all required training and recertification in a timely manner.) <u>Comments:</u>	
13. <u>ADDITIONAL DUTIES AND ASSIGNMENTS:</u> (Accepts and accomplishes all assigned duties and assignments; seeks additional responsibilities and challenges.) <u>Comments:</u>	
14. <u>COMMUNITY RELATIONS:</u> (Participates and assists in community events to foster a positive view of the organization within the community.) <u>Comments:</u>	
15. <u>LEADERSHIP:</u> (Motivates and improves performance of others; inspires others; demonstrates a commitment to organization; exercises sound judgment; empowers others; leads the team; provides coaching and training to members; effectively evaluates subordinates.) <u>Comments:</u>	
16. <u>COMMUNICATION:</u> (Demonstrates strong oral and written communication skills, including organization and presentation of information; listens and presents ideas effectively; uses technology for communication; shares information with subordinates, peers, and supervisors; listens to others.) <u>Comments:</u>	
17. <u>PROFESSIONAL DEVELOPMENT:</u> (Values professional and personal development in self and others; uses organizational avenues and opportunities to enhance self, others, and the organization; encourages others.) <u>Comments:</u>	
18. <u>INJURY AND LOSS PREVENTION:</u> (Recognizes that our members are our greatest asset and protects other members from injury or loss; holds members to high standards of personal safety	

and mitigates hazards before they result in injury; respects, protects, and cares for the organization's equipment.) <u>Comments:</u>	
19. <u>COMMUNITY RISK REDUCTION:</u> (Proactively initiates efforts to identify and mitigate risks within the community; is familiar with community risk data and seeks to create and implement programs to address those risks.) <u>Comments:</u>	
20. <u>PROGRAM MANAGEMENT:</u> (Plans, organizes, adheres to fiscal responsibilities; introduces new methods, procedures, and materials; is involved in project development, implementation, and completion; delegates to subordinates, fostering the team concept.) <u>Comments:</u>	
ACCOMPLISHMENTS: (List or describe accomplishments, new certifications, education, or activities completed during this evaluation period.)	
GOALS/OBJECTIVES: (List specific goals and objectives, issues to be resolved, or projects to be accomplished during the next evaluation period.)	
FIRE CHIEF's COMMENTS: (The Fire Chief is invited and encouraged to express their opinions on their evaluation (may attach additional sheets if necessary.))	
RATING	

FIRE BOARD MEMBER SIGNATURE:	DATE:
The signature below of the Fire Chief indicates the evaluation has been reviewed with the Fire Chief by the Fire Board member, it does not necessarily indicate agreement with the Fire Board member's evaluation or comments. The Fire Chief has the opportunity to express their opinion of then evaluation and/or comments is the section provided for them above.	
FIRE CHIEF's SIGNATURE:	DATE:



PINE STRAWBERRY FIRE DISTRICT

Fire Chief Overall Performance Evaluation Form B

FIRE CHIEF's NAME: _____ EVALUATION DATE: _____

EVALUATION PERIOD: _____

EVALUATION TYPE: _____ Annual _____ Probationary _____ Special

INSTRUCTIONS:

1. Each Fire Board member will complete a Fire Chief's Performance Evaluation Form A on the Fire Chief before the Board meeting evaluating the Fire Chief.
2. The Fire Board will complete the Fire Chief's Evaluation Form B during the Fire Board meeting for evaluating the Fire Chief.
3. Each Fire Board member's Fire Chief's evaluation rating from Form A will be added to the Fire Chief's Performance Evaluation Form B then divided by the number of Fire Board members evaluations for the Fire Chief's overall final evaluation rating.
4. Each Fire Board Fire Chief Evaluation Form A will be attached to the completed Form B.

Evaluation Rating: Each section of the performance evaluation requires a rating based on the Fire Chief's performance to meet the Fire Board Member's expectations, the Fire Chief's job descriptions, quality and quantity of work, adherence to policies, procedures and organizational standards. The rating is provided to assist in developing consistency and in assigning the most appropriate measurement of the Fire Chief's performance.

0 - Consistently performs routine work below District standard: Rating performance in this category means the member is consistently not meeting organizational or position standards and is performing at a level far below their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

1 - Occasionally performs routine work below District standard: Rating performance in this category means the member occasionally meets the organizational or position standards and is performing less than the bare minimum level for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification. A plan of action is required to meet standards and expectations.

2 - Performs routine work in accordance with District standard: Rating performance in this category means the member is meeting the organizational and position standards and is performing at an acceptable level for their job classification and experience level. Supervisor's comments are not required but can be documented for this rating.

3 - Frequently performs routine work above District standard:
Rating performance in this category means the member frequently performs at a level above organizational and position standards and is performing at a level that exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

4 - Consistently performs routine work above District standard: Rating performance in this category means the member consistently performs at a level above organizational and position standards and is

performing at a level that well exceeds expectations for their job classification and experience level. This rating requires comments such as reasons, examples, or actions that show supervisor's justification.

FIRE BORAD MEMBER WILL SIGN THEIR NAME AND ENTER THEIR FIRE CHIEF's EVALUATION RATING	RATING
1.	
2.	
3.	
4.	
5.	
OVERALL FINAL EVALUATION RATING:	

FIRE CHIEF's COMMENTS: (The Fire Chief is invited and encouraged to express their opinions on their evaluation (may attach additional sheets if necessary).)	
FIRE BOARD CHAIR SIGNATURE:	DATE:
The signature below of the Fire Chief indicates the evaluation has been reviewed with the Fire Chief by the Fire Board member, it does not necessarily indicate agreement with the Fire Board member's evaluation or comments. The Fire Chief has the opportunity to express their opinion of then evaluation and/or comments is the section provided for them above.	
FIRE CHIEF's SIGNATURE:	DATE:



Pine-Strawberry Fire District

Member Relations

3.1

Subject: Standard of Conduct

Page: 1 of 3

Board Approval Date: 09/13/2023

Effective Date: 09/28/2023

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) maintains that certain rules and regulations regarding member behavior are necessary for the efficient operation of the organization and for the benefit and safety of all members and the communities we serve. Conduct that interferes with operations or that is offensive is not acceptable.

II. PRACTICE:

A. The following is a partial list of actions that are considered conduct unbecoming and are subject to counseling or corrective action:

1. Engaging in sexual conduct while on duty.
2. Fighting, abusive, disrespectful, or threatening conduct, or unprotected speech toward any individuals we serve, fellow members, supervisory staff, vendors, or visitors.
3. Failure to immediately report incidents involving policy or standard of conduct violations.
4. Theft and/or unauthorized use, removal, possession, or deliberate destruction of property, equipment, or possessions belonging to the District, individuals we serve, or fellow members.
5. The manufacturing, distribution, dispensing, possession, sale, purchase, or use of illegal drugs, or the use of alcohol while on the job, or the use of any medication or substances that interfere with a member's safe or effective performance of duties.
6. Insubordination or refusal to follow work instructions.

7. Failure to follow safety rules and/or health practices.
8. Illegal or unauthorized possession or use of a weapon while on duty or while on District owned, leased, or controlled property or while operating District owned, leased, or controlled equipment or vehicles.
9. Deliberate falsification or alteration of any official District document or form including but not limited to timecards, employment applications, physician's statements, training records, etc.
10. Unauthorized or unreported absence from work without directly notifying the supervisor on duty.
 - a. An absence of 4 consecutive scheduled workdays will be considered as job abandonment (extenuating circumstances and/or ADA issues may be considered) and reported as a voluntary resignation.
11. Disclosure of confidential information to unauthorized person(s) in violation of District policy or law.
12. The intentional publication or dissemination of false information about the District, members, or individuals we serve.
13. Gambling on duty.
14. Improper use of District communications systems or equipment.
15. Any harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.
16. Unauthorized use of District time and resources for personal gain unrelated to employment with the District.
17. Incompetence or negligence in the performance of duties, including failure to perform assigned tasks or training.

18. Expired, suspended, or revoked licensure or certification required for employment or for the performance of duties.
 19. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
 20. Excessive absenteeism or tardiness.
 21. Conviction of a DUI.
 22. Failure to inform the chain of command of any conviction or arrest within 48 hours of the event.
 23. Failure to follow and adhere to District policies and practices.
 24. Unauthorized abandonment of workplace during required or scheduled shift hours.
 - B. It is impossible to compile a listing of all violations and their severities subject to corrective action. However, the examples above are illustrative of the types of behavior that will not be permitted or tolerated but are not intended as an all-inclusive listing.
1. Any questions in connection with this policy should be directed up the chain of command.
 2. PSFD reserves the right to increase or decrease the penalties for offenses described above for reasons which, in the District's judgment, are appropriately considered.
 3. Nothing in this policy is intended, nor shall it be interpreted, to modify the at-will, for-cause, or contract nature of employment with the District or to create a contract of employment.



Pine-Strawberry Fire District

Member Relations

3.2

Subject: Fraternalization

Page: 1 of 3

Board Approval Date: 10/20/2022

Effective Date: 11/04/2022

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) discourages fraternization between supervisory and non-supervisory members and/or between coworkers or members who work together directly on a regular basis.

II. PURPOSE:

- A. Establish an environment where members maintain clear boundaries between personal and business interactions for conducting effective business.
- B. To encourage sincere working relationships between coworkers at all levels within the District, while minimizing the potential perception of favoritism and preventing the creation of an uncomfortable working environment for others.

III. SCOPE:

This policy applies to all members, volunteers, and Board members of PSFD.

IV. DEFINITIONS:

- A. "Fraternalization" is defined as a relationship of an intimate or romantic nature, and/or conduct that creates the appearance or impression that such a relationship exists.

V. PRACTICE:

- A. In the event that two members develop a relationship beyond a platonic friendship that would be construed as fraternization, as defined in this policy:
 - 1. They must disclose in writing the existence of the relationship to their supervisor and Fire Chief in order to allow the District to determine and document:
 - a. The consensual nature of the relationship.
 - b. Determine any appropriate course of action required.
 - c. Any necessary reassignment of one of the individuals involved and/or any course of action required.
 - d. Allow the District to monitor the work environment.
 - e. If it is the Fire Chief and another member, the relationship must be reported to the Board.
- B. During work hours and in work areas, members are:
 - 1. Expected to keep personal exchanges limited so others are not distracted or offended by such exchanges and so productivity is maintained.
 - 2. Strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on District property.
- C. Where problems and/or potential risks are identified:
 - 1. The District will work with the parties involved to consider options for resolving the conflict.
 - 2. The initial solution may be to ensure the parties no longer work together and/or ensure neither works in a position having the ability to influence the other or take action for or against the other.
 - 3. More extreme measures may be necessary, such as transfer to another position, shift, or station. Transfer will not be considered a disciplinary action.

4. The Fire Chief has the discretion to determine if such a relationship may create a perception of favoritism and/or bias that may be potentially disruptive to a harmonious working environment.
5. Refusal of a reasonable alternative position, shift, or station will be deemed a voluntary resignation.



Pine-Strawberry Fire District

Member Relations

3.3

Subject: Prohibition of Harassment

Page: 1 of 3

Board Approval Date: 07/20/2023

Effective Date: 08/03/2023

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

In order to provide a safe and productive environment and professional respect and common courtesy for all members, applicants, visitors, and others with whom we do business or serve, The Pine-Strawberry Fire District (PSFD) policy and federal and state laws prohibit harassment or intimidation in any form in the workplace.

II. DEFINITIONS:

- A. Harassment means conduct such as slurs, jokes, intimidation, false accusation, offensive material, or other verbal or physical attacks upon a person because of race, color, religion, sex, age, national origin, disability, veteran status, political affiliation, sexual orientation, other characteristic, or for any other reason. This includes but is not limited to:
1. Unwanted physical contact or conduct of any kind, including sexual flirtation, touches, advances, or propositions.
 2. Verbal harassment, demeaning, insulting, intimidating, or sexually suggestive comments, jokes, and lewd comments about an individual or a group of individuals.
 3. The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs.
 4. Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages, pictures, and/or videos (such as emails, instant messages, and internet materials).

- B. Sexual harassment means physical, verbal, or nonverbal conduct, unwelcome sexual advances, request for sexual favors, or other verbal or physical conduct of a sexual nature when:
 - 1. Submission of such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
 - 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual.
 - 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating intimidating, hostile, or offensive work environment.
 - 4. If a manager and/or supervisor engage in sexual harassment, it is considered Quid Pro Quo, which means giving something in return for getting something.
- C. Hostile environment is defined by the EEOC as "having the purpose or effect of unreasonably interfering with an individual's work performance, morale, and/or creating an intimidating, hostile, or offensive work environment that can affect the individual's ability, performance, desire to come to work, or to work".
- D. Intimidation is defined as the action, act, or appearance of causing fear in order to persuade an individual to act in a specific way.

III. PRACTICE:

- A. All members will conduct themselves in a professional manner which shows respect to others and are expected to maintain a productive work environment that is free from harassing or disruptive activity.
- B. This policy applies to all business or related interaction between members, applicants, supervisors, managers, individuals we serve, vendors, visitors, etc.
- C. Members are expected to exercise common courtesies and respect for others.
- D. Any behavior or action which is unduly coercive, offensive, intimidating, harassing toward an individual, or for any reason is inappropriate is strictly prohibited and may result in disciplinary action, up to and including termination.

- E. Any member who believes they are being harassed is urged to say “No” clearly and firmly and/or inform the person they feel they are being harassed and to tell them to stop.
- F. If the inappropriate behavior continues, the member should report it to any supervisor, the Fire Chief, or a Board member.
- G. The member who has a complaint or allegation regarding any type of harassment should report it to any supervisor, the Fire Chief, or Board member.
 - 1. Any applicant, vendor, visitor, or individual we serve who believes they have been subject to any form of harassment should file a complaint with any supervisor, the Fire Chief, or a Board member.
- H. Members, supervisors, the Fire Chief, and Board members must consider allegations of harassment a serious matter and take appropriate action.
- I. When any supervisor, the Fire Chief, or Board member becomes aware of a harassment complaint, the matter will be investigated, per policy, in a discreet, confidential, and timely manner in order to minimize work disruption.
- J. The investigator will consider the facts of the case and report the findings to the appropriate authority to take immediate corrective action, per policy, in the interest of the District and the person/s involved.
- K. PSFD prohibits any form of retaliation against members for bringing forward a good faith complaint or providing information about a harassment investigation.
 - 1. Disciplinary action may be taken against any member for knowingly filing a false complaint or providing false information.
 - 2. Individuals filing false complaints or providing false information may be subject to legal action.
- L. All members will complete mandatory training on sexual harassment and inappropriate behavior in the workplace.



Pine-Strawberry Fire District

Member Relations

3.4

Subject: Violence in the Workplace

Page: 1 of 2

Board Approval Date: 07/20/2023

Effective Date: 08/03/2023

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) strives to maintain an environment that is safe, secure, and free of harassment, intimidation, threats, and/or violence. PSFD will not tolerate acts of violence toward members, others with whom we do business, and/or the people we serve.

II. DEFINITIONS:

Threats or acts of violence are defined as conduct or actions against a person(s), and/or property that is sufficiently severe, offensive, or intimidating as to alter the condition of employment, and/or to create a hostile, abusive, or intimidating work environment for any member or the people we serve.

III. PRACTICE:

A. Prohibited workplace violence includes but is not limited to the following:

1. Threats or acts of violence occurring on District premises, regardless of the relationship of the District with the individual(s) involved.
2. Threats or acts of violence not occurring on District premises but involving someone who is acting in the capacity of a representative of the District.
3. Threats or acts of violence not occurring on District premises but involving a District member if the threats and/or acts of violence affect the legitimate interests of the District.

- B. Any member who feels they are a subject or victim of violence is encouraged to object and tell the other member to stop.
- C. Any member who experiences and/or witnesses acts, conduct, behavior, or communications that fall within the definition above should notify any supervisor, the Fire Chief, or Board member. The member should follow the chain of command when possible.
- D. Once notified, the District shall promptly and thoroughly investigate the report, per policy.
- E. Any member determined to be responsible for threats of or actual violence or other conduct that is in violation of District policies will be subject to disciplinary action, up to and including termination.
- F. Any member who exhibits any potential warning signs, symptoms, and/or risk factors can be required to submit to a psychological fitness for duty evaluation. The cost of such an evaluation shall be at the expense of the District.
- G. Incidents including threats and/or violence that involve criminal conduct may be referred to law enforcement.



Pine-Strawberry Fire District

Member Relations

3.5

Subject: Hiring Relatives

Page: 1 of 2

Board Approval Date: 10/20/2022

Effective Date: 11/04/2022

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) allows the hiring and employment of relatives with restrictions.

II. PURPOSE:

- A. To establish the hiring practice or the employment of relatives, when and if a relative applies to work or is employed with PSFD.
- B. To ensure an environment without favoritism, nepotism, or conflict of interest for personal and business interactions and for conducting effective business.

III. SCOPE:

This policy applies to all members, volunteers, and Board members of PSFD.

IV. DEFINITIONS:

- A. Relative for this policy is defined as a spouse, domestic partner, father, mother, stepfather, stepmother, children, stepchildren, brother, sister, stepbrother, stepsister, grandparent, step grandparents, grandchildren, step grandchildren, aunt, uncle, niece, nephew, first cousin, in-laws, or in-law relatives.

V. PRACTICE:

- A. Relatives can be hired and employed with PSFD, but the member and relative must disclose the relative relationship.

B. The following restriction applies for hiring and employment of a relative within PSFD.

1. Relatives should not be on the same crew/shift.
2. Relatives cannot legally supervise relatives.
3. Per Arizona Statues, Board members cannot be relatives of any PSFD member.



Pine-Strawberry Fire District

Employment Practices

3.6

Subject: Complaints and Investigations

Page: 1 of 10

Board Approval Date: 09/13/2023

Effective Date: 09/28/2023

Revision Approval Date: 05/15/2025

Revision Effective Date: 05/30/2025

Board Chair Signature & Date:

I. POLICY:

It is the policy of the Pine-Strawberry Fire District (PSFD or District) to take all complaints, allegations, or observations of member misconduct seriously and to investigate and document them thoroughly, fairly, professionally, and in a timely manner, and, when necessary, take corrective action.

II. PURPOSE:

The purpose of this policy is to establish a consistent framework for timely, complete, and fair supervisory investigations of alleged member misconduct.

III. SCOPE:

This policy applies to all full-time, part-time, volunteer, and non-contract PSFD members.

- A. Any PSFD contract member, including the Fire Chief, shall be subject to the terms of that contract and applicable District policy.
- B. The Board may investigate any alleged misconduct by any member in a fair and equitable manner of the Board's choice.

IV. DEFINITIONS:

For purposes of this policy:

- A. **Misconduct** means any act of commission or omission which constitutes a violation of District policy or standard of conduct.

- B. **Alleged misconduct** means claims of misconduct or evidence of misconduct which has not yet been substantiated or refuted by an investigation.
- C. **Preponderance of evidence** means that, based upon the totality of the circumstances and the available evidence, the inferences or conclusions drawn by a reasonable person are more likely than not to be true.
- D. **Totality of the circumstances** means all information and evidence available to the investigator of the circumstance, known or reasonably should have been known, to the involved member(s) at the time of an incident.
- E. **Investigating Supervisor** is a PSFD member of actual or acting supervisory rank, responsible for the conduct and documentation of an investigation.
- F. **An impartial third-party investigator** is a person who is not a member of the District and who has been tasked with the responsibility of investigating an incident of possible misconduct.
- G. **Collateral information or evidence** means anything which contributes to the understanding of the totality of the circumstances, such as accident reports, training records, dispatch information, hours worked before an incident, work experience, and other information.

V. PROCEDURE:

Because of the complexity of human interaction in the workplace, rapidly evolving situations encountered in response to fire service emergencies and interactions with the public in times of distress, no policy can completely govern the investigation process for all observed or alleged misconduct.

- A. Supervisors may, in the normal course of their duties, make inquiries into a situation or incident which do not amount to a formal investigation and are outside the scope of this policy.
- B. If a Supervisor observes apparent misconduct they will, as soon as reasonably possible, take action to stop the misconduct, initiate an investigation into the facts and circumstances, and document the results of the investigation and any corrective or disciplinary action taken.
 - 1. All members have an obligation to immediately act to stop any observed unsafe conduct.
- C. Complaints: Complaints of misconduct made by other District members, outside agencies, or the public will be taken seriously, carefully considered, and, if not resolved, fully investigated.

1. All complaints not resolved during the initial contact will be logged by the Supervisor receiving the complaint.
 2. The Supervisor receiving the complaint will notify the Supervisor of the involved member(s) and next level of supervision of the nature of the complaint and resolution, if any.
 3. The Supervisor receiving the complaint will make a diligent effort to ensure that information given and allegations made by the complainant are fully understood and are taken seriously.
 - a. If the Supervisor determines that the allegations involve serious misconduct, the Supervisor may ask the complainant to submit a written statement identifying and describing the circumstances of the serious misconduct alleged.
 - (1) Alternatively, the complainant may be asked to sign a statement of the complaint prepared by the investigating Supervisor.
 4. If an explanation of the circumstances and the member(s)' actions satisfies the complainant such that the complaint is resolved, a formal investigation is not required unless actionable misconduct is indicated.
 5. The complainant will be notified of the results of any investigation arising from their complaint.
 - a. The nature of any disciplinary action taken is confidential and will not be disclosed to the complainant unless a legal obligation to do so exists.
- D. Investigations: Regardless of the source, if information or evidence of misconduct or alleged misconduct comes to light, an investigation will be initiated and documented.
1. Investigations will be guided by the principles of fairness, equity, honesty, professionalism, courtesy, and completeness.
 2. Investigations will focus on the totality of the circumstances and should address the "who, what, when, where, how, and why" of the incident.
 3. All investigations shall be discussed with the Fire Chief and will, unless otherwise directed by the Fire Chief, be the responsibility of the direct Supervisor of the involved member, who will:

- a. Determine the purpose of the investigation.
- b. Gather any applicable physical evidence, photographs, or documentation.
- c. Identify and interview witnesses.
- d. Determine which, if any, policy(s) applies to the situation.
- e. Identify the member(s) involved.
- f. Notify the involved member(s) of the investigation.
 - i. There may be circumstances where the interests of the District, member(s), or the public require that notification of the investigation be delayed.
 - (1) If there are indications of criminal misconduct, the internal misconduct investigation may be suspended and all available evidence and information, not protected by Garrity or other legal rights, turned over to law enforcement.
 - (2) If there are indications of ongoing intentional misconduct, notification may be delayed until such time as a pattern of misconduct is either sustained or refuted.
 - (3) If the member is unavailable or incapacitated.
 - ii. Any decision to delay notification of an investigation should be made in consultation with the Fire Chief unless the Fire Chief is involved.
- g. Interview the involved member(s).
 - i. Before beginning the interview, instruct the member(s) to answer all inquiries fully and truthfully.
 - ii. Instruct the member to refrain from discussing the investigation unless a legal exception applies.
 - (1) The supervisor will require the member to give a detailed written account of the incident.
 - (a) This is the opportunity for the involved member to provide the facts and circumstances of the incident from their perspective.
 - iii. There may be situations where the stress involved in an emergency situation dictates delaying the interview.
 - iv. Gather any necessary collateral information.
 - v. Draw a conclusion.
 - (1) There are generally three conclusions that may be drawn from an investigation:

(a) Member misconduct is supported by a preponderance of the evidence; the alleged violation is **SUSTAINED**.

(i) Corrective or disciplinary action may be recommended in accordance with the Disciplinary Action Policy.

(b) Member misconduct is refuted by a preponderance of the evidence; the member's conduct is **EXONERATED**.

(i) The member's actions occurred as alleged but were proper, lawful, and within policy.

(ii) The member's actions did not occur as alleged and were proper, lawful, and within policy.

(iii) No disciplinary action is recommended. Non-disciplinary counseling or training may be recommended if indicated to avoid future complaints or improve performance.

(c) The investigation was unable to determine by a preponderance of the evidence that the member's actions did or did not occur as alleged, of if they did occur were, in light of the totality of the circumstance, not in violation of policy; the alleged violation is **NOT SUSTAINED**.

(i) No disciplinary action is recommended.

(ii) Non-disciplinary counseling or training may be recommended.

3. Document the allegation and investigation.

a. In memorandum form if no misconduct is established.

b. On the Disciplinary Action form if misconduct is established.

E. In some circumstances an investigation may be conducted by a supervisor other than the involved member's direct supervisor, or by an impartial third-party investigator.

1. Examples include, but are not limited to,

a. Multiple involved members reporting to multiple Supervisors

b. A single member who reported to multiple Supervisors during the period of alleged involvement

c. The Supervisor is involved, complicit, or otherwise compromised

2. If the involved member's direct Supervisor cannot, for any reason, conduct the investigation, the Fire Chief will assume responsibility for the investigation, assign it to another investigating Supervisor, or request that the District retain the services of an impartial third-party.
 - a. If an investigation is conducted by an impartial third-party, a PSFD Supervisor, the Fire Chief, or the Fire Board will oversee, but not direct or interfere with, the investigation on behalf of the District and
 - i. May provide any evidence or relevant information available at the time the third-party investigator assumes responsibility to the investigator.
 - ii. Will, if misconduct is determined, by the investigator make a disciplinary recommendation.
 - iii. When the investigation is completed, compile all the information, evidence, documentation, and recommendations for inclusion in the member's personnel file.
 3. Any cost or fees charged by a third-party investigator must be specified in writing and approved by the Fire Chief or Fire Board as appropriate.
- F. In all instances, regardless of who conducts the investigation, the allegations, investigation, and conclusions will be thoroughly documented:
1. In memorandum form if no misconduct is established.
 2. On the Disciplinary Action form if misconduct is established.
- G. Whether or not misconduct is established, the investigation and any supporting documentation will be retained in the involved member(s) personnel file.
1. A copy of the investigation documentation will be provided to the involved member.
 - a. Non-District member witness identifying information and contact information and any other protected or privileged information (HIPAA, attorney-client, etc.) may be redacted.
 - i. If the member elects to escalate the appeal to an administrative law judge hearing, the member, or their legal

- ii. representative, will be provided an un-redacted copy of the complete investigation upon
 - iii. request or if required by law or the entity hearing the appeal.
 - b. Any legally protected or confidential information will remain redacted.
 - c. An un-redacted copy of investigation documents retained in personnel files will be retained in a confidential file not accessible to the involved member or any District member without a legally valid need to view the redacted information.
- H. An investigating Supervisor may request legal advice from the District's attorney at any time during the investigation through the chain of command.
- I. Nothing in this policy shall preempt a Supervisor's discretion in the application of training or counseling to correct errors, mistakes, or minor infractions not amounting to misconduct, which would result in formal discipline.

VI. OTHER CONSIDERATIONS:


- A. Member representation: There may be specific protections or procedures imposed where a memorandum of understanding or other agreement between the District and a member group regarding misconduct investigations exists.
- B. Stress: Investigations and the incidents which caused them can be stressful.
 - 1. The District has mental health and PTSD resources to which the involved member may be referred.
 - 2. Information shared between the involved member and health provider is protected and cannot, with certain legally defined exceptions, be shared with the District.
- C. Garrity Protections: There may be circumstances where a criminal allegation arises in the course of a misconduct investigation, in which case the member may lawfully decline to answer questions without disciplinary consequence, pending the outcome of the criminal investigation. In that event, management may make use of Garrity admonitions.
 - 1. A U.S. Supreme Court case, *Garrity v. New Jersey*, 385, U.S., 493, (1967), provides a means for PSFD, as a public employer, to conduct a separate administrative investigation into member misconduct even when there is the possibility of criminal liability by the member, while

protecting member's Fifth Amendment protections against self-incrimination.

- a. The prerogative to conduct an administrative investigation in the presence of an indication of criminal conduct, even with Garrity protections, should be used judiciously and at the discretion of the Fire Chief, or Board if the Fire Chief is the subject of the investigation.
 - i. There should be a demonstrable need to the public or District to conduct simultaneous administrative and criminal investigations
 - ii. Consultation with the District's legal counsel before engaging simultaneous investigations is strongly encouraged.
2. A member may invoke Garrity protection at any time in any investigation, even if there is no indication of criminal conduct, and no inference shall be made as to misconduct or criminal conduct by the invocation of these protections.
 - a. A member Invoking Garrity protections only means that their answers to the investigative questions given under a direct order to be truthful cannot be used in a criminal proceeding
 - i. Those answers can, however, be used in any administrative action, including discipline, up to and including termination of employment.
 - ii. If there is no indication of criminal conduct, the investigation, including an order to answer fully and truthfully, should proceed.
 - iii. If, after an order to answer fully and truthfully, the member declines to answer or does not answer fully and truthfully, they may be subject to disciplinary action up to and including termination of employment.
3. Members should be aware that unlike other Fifth Amendment protections, Garrity protections are not automatic and must be affirmatively invoked, rather than waived as in Miranda.
 - a. To invoke Garrity protections, the member must ask the following questions of the District investigator:
 - i. Am I being administratively investigated for alleged violation(s) of District policy?
 - ii. Are you (the investigator) ordering me to truthfully answer these questions?

- iii. Can I be disciplined if I do not truthfully answer these questions?
 - iv. Can that discipline include termination of my employment?
 - b. These questions, in written form, may be provided to the member by the investigator on the District's Garrity Admonition form.
 - c. The Garrity questions and answers should be witnessed by an independent member and will be included in the investigation documentation.
- 4. Members are free to consult with a labor organization representative (if applicable) or legal counsel before answering any questions.
- 5. The administrative investigation must be focused solely on the violation of policy.
 - a. In order to avoid tainting of evidence or compromising any investigative pathways, the administrative investigation must be kept strictly separate from the criminal investigation.
 - i. It is not the responsibility of PSFD to determine legal protections regarding criminal investigations and if pressed, after advising law enforcement of the invocation of Garrity, the investigator will defer to law enforcement.
 - 1. If the member has invoked Garrity Protections and the investigating supervisor is subsequently questioned by law enforcement regarding information gathered during a protected administrative interview; the investigator will advise law enforcement that the member has invoked Garrity Protections.
 - ii. The investigator may, however, request to consult with the Fire Chief and/or legal counsel before responding to any request for information gathered during the course of a Garrity protected administrative investigation.
 - b. The District investigator may not volunteer or offer to share answers or statements with the criminal investigator.

- c. The District investigator may not volunteer or offer share or suggest avenues of investigation derived from administrative questioning with the criminal investigator.
- 6. If there is any doubt regarding the conduct of an investigation after Garrity protections have been invoked, the member, investigator, and District are encouraged to seek legal counsel before proceeding.

	<h1 style="margin: 0;">Pine-Strawberry Fire District</h1> <h2 style="margin: 0;">Employment Practices</h2> <h3 style="margin: 0;">3.9</h3>	
Subject: Disciplinary Appeal Procedure		Page: 1 of 7
Board Approval Date: 10/19/2023		Effective Date: 11/03/2023
Revision Approval Date: 04/17/2025		Revision Effective Date: 05/02/2025
Board Chair Signature & Date:		

I. POLICY:

It is the Pine-Strawberry Fire District (PSFD) philosophy and policy that members are afforded due process in relation to disciplinary actions.

II. PURPOSE:

The purpose of this policy is to provide PSFD members a procedure to file appeals for 2 types of disciplinary actions:

- A. Disciplinary action that does not result in any loss to the member (i.e, verbal warning, written warning, or reprimand).
- B. Disciplinary action that results in a loss to the member (i.e., loss of wages, loss of benefits, demotion, or loss of employment).

III. SCOPE:

- A. This policy applies to formal disciplinary actions only.
- B. This policy does not apply to suspension pending investigation.
- C. This policy applies to any formal disciplinary action initiated on or after the effective date of this revision.

IV. PROCEDURES:

- A. Appeals for disciplinary action that do not result in any loss to the member:

1. Issuing supervisor responsibility:

- a. Inform the member of their right to appeal the disciplinary action, above the level of counseling, when issuing the disciplinary action.
- b. Provide the member with a copy of the appeal procedures.
- c. Provide the member with unredacted copies of all documents relating to the disciplinary action.
- d. Inform the member who the next level supervisor the appeal can be filed with.
- e. If the issuing supervisor is the Fire Chief, then the next level supervisor is a 3 member review panel.
 - i. The review panel members will be made up of 2 PSFD captains and a mutually agreed upon person.
 - ii. The review panel members must be impartial and not involved in the disciplinary action.
 - iii. The Fire Chief will select 1 member of the review panel.
 - iv. The member will select 1 member of the review panel.
 - v. The third member will be a person mutually agreed upon by the member and Fire Chief.

2. Member's responsibility:

- a. The member may file the appeal to the next level supervisor.
- b. The appeal must be filed in writing, within 10 business days after receiving the disciplinary action, to the next level supervisor above the supervisor who issued the disciplinary action. If the Fire Chief issued the disciplinary action, the member must file the appeal with the Fire Chief and include the name of the 1 review panel member who the member desires to serve on the review panel.
- c. The appeal must include facts related to the disciplinary action, justification for the appeal, and all documents related to the disciplinary action.

3. Supervisor's responsibility:

- a. Must notify the member of receipt of their appeal within 2 business days after receiving the appeal and related documents.
- b. Must review the appeal and related documents within 7 business days after receiving the member's appeal and related documents.
- c. Must notify the member of their decision within 8 business days and provide a written copy of their decision within 10 business days after receiving the member's appeal and related documents.

4. Fire Chief's responsibility for appeals if the Fire Chief is the issuing supervisor:
 - a. Must notify the member of receipt of their appeal within 2 business days after receiving the appeal and related documents.
 - b. Must establish the review panel within 5 business days after receiving the appeal and related documents.
 - c. Must provide the review panel copies of the written appeal and all supporting documents presented by the member.
5. Review panel's responsibility:
 - a. Must notify the member of their receipt of the appeal within 2 business days after receiving the appeal and related documents.
 - b. Must hold a meeting of the appeal panel within 5 business days after receiving the appeal and supporting documents.
 - c. Must notify the member of their determination in writing within 10 business days of receiving the appeal and related documents and provide a written copy within 14 business days.
 - d. The review panel's determination can be to affirm, reverse, or modify the disciplinary action.
 - i. The review panel determination must be based on facts, evidence, law, District Policy, or SOG's.
 - e. The determination of the review panel is final.
6. Nature of review panel meeting:
 - a. The review panel will maintain order and direct its meeting to a timely and just conclusion.
 - b. The meeting shall be informal.
 - c. The meeting will be primarily based on the documentation provided by the issuing supervisor and the member.
 - d. The review panel shall allow both the member and issuing supervisor the opportunity to make verbal statements to support their presented documentation.
 - e. Technical rules of evidence and court procedures shall not apply, except that irrelevant, immaterial, or unduly repetitious material may be excluded.
 - f. Evidence protected by the rules of privilege recognized by law may also be excluded.
 - g. A recording of the hearing shall be made by electronic or other means.

7. Extenuating circumstances may arise that prevent the issuing supervisor or the review panel from responding within the established time limits.

- a. In such an event, the issuing supervisor or the review panel must notify the member of the delay in writing prior to the expiration of the time limit.
 - i. The time limit can only be increased by 7 business days for a total of 21 business days.

B. Disciplinary action that causes a loss of wages, loss of benefits, demotion, or loss of employment:

1. Notice of appeal:

- a. The member shall submit a written notice of appeal to the District Board Chairperson (Chairperson), who is responsible for seeing that all processes are followed, or Board Clerk (Clerk) and to the Fire Chief within 10 business days after notification of the disciplinary action.
- b. The notice of appeal shall state the facts upon which it is based, identify the remedy requested, and attach all related documents.
- c. If the member does not submit a timely and compliant notice of appeal, the member waives the right to pursue an appeal.
- d. Within 10 business days after receiving a timely and compliant notice of appeal, a representative from the Fire Board, or the Fire Chief, will notify the member in writing that the Fire Board will appoint a 3 member Hearing Board.
 - i. The Hearing Board will consist of 1 Fire Board member or a third-party selected by the Fire Board and 2 other individuals appointed by the Fire Board to hear the appeal.
 - ii. The Fire Board has sole discretion on who to appoint to the Hearing Board, although the Fire Board will strive to appoint a Hearing Board who are impartial and not involved in any issues raised in the appeal.
 - iii. The Hearing Board will select 1 member as the presiding Hearing Officer.
 - iv. The Hearing Board may employ an attorney for advice upon the hearing and evidence.

2. Notice of hearing:

- a. If the appeal is filed within the establish time line, the Hearing Officer shall provide a notice of hearing to the member and the Fire Chief, and shall convene the hearing within 20 business days of the date of the notice of hearing.
- b. Within 3 business days of receipt of the notice of hearing from the Hearing Officer, the member will inform the Hearing Officer and the Fire Chief how the member intends to be represented at the hearing.
- c. The notice shall include the name, mailing address, and telephone number of the representative.
- d. Within 5 working days of receipt of the notice of hearing, the member and the Fire Chief shall each provide the Hearing Officer with copies of all documents to be used as evidence at the hearing and a list of witnesses who are expected to testify.
- e. Upon request by the member, the Fire Chief shall provide, at least 5 days prior to the hearing, copies of all records, policies, and other documents that are pertinent to the appeal and subject to disclosure under the Public Records Law, A.R.S. § 39-121 to § 39-124.

3. Nature of hearing:

- a. The Hearing Officer will maintain order and direct the proceedings to a timely and just conclusion.
- b. All testimony at the hearing shall be given under oath administered by the Hearing Officer.
- c. The hearing shall be informal, and technical rules of evidence and court procedures shall not apply, except that irrelevant, immaterial, or unduly repetitious material may be excluded.
- d. Evidence protected by the rules of privilege recognized by law may also be excluded.
- e. If requested by the member, the hearing shall be a public hearing.
- f. A recording of the hearing shall be made by electronic or other means.
- g. The member may self-represent or be represented by legal counsel or anyone else at their own expense.
- h. The Fire Chief may self-represent or be represented by District legal counsel.
- i. If the Fire Chief is the appellant, they will be considered the member.

4. Witnesses:

- a. Each party is responsible for ensuring that its witnesses attend the hearing.

- b. Neither the Board, the Hearing Officer, or the Fire Chief has the power to issue subpoenas or otherwise compel the attendance of witnesses.
- c. Neither party shall be permitted to depose the other party's witnesses before the hearing.
- d. The Hearing Officer may exclude from the hearing room any witness not under examination at that time; however, the Hearing Officer may not exclude the member, the Fire Chief, or their representatives.

5. Continuance of hearing:

- a. The hearing may be continued at the request of either the member or the Fire Chief.
- b. A request to continue the hearing must be submitted to the Hearing Officer in writing at least 5 business days before the scheduled hearing date.
- c. The Hearing Officer shall notify all concerned parties if a continuance is granted.
- d. Failure of the member requesting the appeal to comply with these guidelines, and failure to appear at the time and place of the hearing, may result in dismissal of the appeal.

6. Withdrawal of appeal:

- a. The member may submit a written notice of withdrawal of an appeal at any time before the hearing.
- b. The notice of withdrawal shall be in writing and shall be submitted to the Hearing Officer and the Fire Chief.
- c. Upon receipt, the Hearing Officer shall cancel the hearing and notify all parties involved.
- d. The member may not refile a withdrawn appeal.

7. Settlement of appeal:

- a. The member and the Fire Chief may settle the appeal at any time before the Hearing Board renders its decision.
- b. If the parties reach an agreement, it shall be put in writing and signed by the member and the Fire Chief.
- c. If a settlement is reached, the Fire Chief shall immediately notify the Hearing Officer so the hearing can be cancelled.

8. Hearing Board decision:

- a. Within 10 days after the completion of the hearing, the Hearing Board shall issue its decision in writing and shall forward the written decision to the member and the Fire Chief.
- b. The Hearing Board may affirm, reverse, or modify the disciplinary action that was the basis of the appeal.
- c. The decision of the Hearing Board shall be supported by a preponderance of the evidence presented during the hearing.

C. Appeal to the Office of Administrative Hearings:

1. Upon receipt of the final decision following the process set forth above for disciplinary action that results in loss, the impacted member may file an appeal to the Office of Administrative Hearings (OAH).
2. The member must submit to the Fire Chief written notice of their intent to appeal to the OAH within 5 business days after the member receives the final decision from the Hearing Board, as applicable and as set forth above.
3. The Fire Chief will inform the Fire Board of the member's appeal to the OAH.
4. The member is responsible for contacting the OAH and filing their appeal and requesting a hearing.
5. The procedures for the appeal will be those in effect with the OAH or as otherwise set by the Administrative Law Judge.
6. All costs of the OAH will be the responsibility of the non-prevailing party.
7. The decision of the Administrative Law Judge from the OAH is final, binding, and non-appealable.



Pine-Strawberry Fire District

Employment Relations

3.10

Subject: Grievance Rights and Procedures

Page: 1 of 3

Board Approval Date: 04/18/2024

Effective Date: 05/03/2024

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

It is the policy of Pine-Strawberry Fire District (PSFD) to encourage open and honest communication to avoid or resolve workplace conflict, misunderstandings, unfair working conditions, or issues, and where informal resolution is not successful, to provide a means for formal consideration and timely resolution through the Chain of Command and management.

II. PURPOSE:

To provide a procedure for members to bring grievances regarding workplace conflicts or inequitable work practices, not covered as legally protected classifications to the attention of supervision and management for careful consideration and prompt resolution.

III. SCOPE:

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

- A. However, all members, including initial probationary members, have the right to file a complaint regarding legally protected harassment or discrimination through procedures established elsewhere in policy.

IV. DEFINITIONS:

- A. A grievance is defined as working conditions or the application of a policy, not based on legally protected classifications, that the member perceives as being unjust or inequitable.

V. GUIDELINES:

- A. The grievance policy shall not apply to the following circumstances:
 - 1. Appeals of disciplinary action (covered in Policy 3.9 Disciplinary Appeal Procedure) or other forms of legally protected discrimination or harassment (covered elsewhere in policy).
 - 2. Matters on which the District does not have the authority to act.
 - 3. Policies or resolutions as adopted by the PSFD Board.
 - 4. Position classification, job description, and shift or station assignment.
 - 5. Terms and conditions of employment, benefits, or salary structure.
 - 6. Performance evaluation that meets or exceeds standards.
- B. When a grievance involves a member's immediate supervisor, the grievance shall be presented to the next level of supervision after attempting a verbal resolution.
- C. In the event a member has a grievance involving the Fire Chief, the member will submit their written grievance to the PSFD Board Chair.
 - 1. The Board shall consider the matter and make a final determination.
 - 2. The Board has the option to use any resource to review the matter to reach a resolution.
 - 3. The decision by the Board shall be final and binding.
- D. Members who have filed a grievance in good faith shall not be subject to reprisal.
 - 1. Members filing a grievance with malicious intent will be subject to disciplinary action.
- E. The Fire Chief shall be apprised of any grievance that is not resolved after the initial discussion with a member's supervisor.

F. A member filing a grievance must follow the chain of command.

1. Nothing in this policy shall be construed as interfering with the Fire Chief's open-door policy.
2. Grievance decisions shall not interfere with the member's assigned duties.

VI. PROCEDURE:

A. Members are encouraged to discuss the concerns with the parties involved, to informally resolve any issues at the lowest level possible.

1. Step One: If the member still has unresolved concerns, a written grievance may be filed with the aggrieved member's immediate supervisor.
2. The supervisor receiving the grievance will be responsible for handling it as an important business matter, making every effort to arrive at a prompt, equitable solution.
3. The supervisor shall document any conclusions, solutions, or unresolved problems in writing and shall use best efforts to respond to the aggrieved member within 2 shifts (or 4 workdays for non-shift members) of receipt of the grievance in the absence of extenuating circumstances.

B. Step Two: If the member does not feel that the grievance has been satisfactorily resolved after completing Step One, they have the option, within 2 shifts (or 4 workdays for non-shift members), of taking the grievance forward to the Fire Chief.

1. The member(s) must give written notification to both the Fire Chief and their supervisor of the intent to proceed with the grievance.
2. The supervisor shall forward all documentation from the grievance process to the Fire Chief for review.
3. The Fire Chief shall review the matter, make a determination, and notify the member(s) of a decision within 5 business days.
4. Decisions by the Fire Chief shall be final and binding.

Pine-Strawberry Fire District
Notice of Investigation and Admonition of Member Rights
Relating to Self-Incrimination

To be read to the subject of a District investigation whenever there is known, alleged, probable, or suspected criminal conduct by an member **AND** the District has elected to proceed with an administrative investigation, **OR** when requested by an member subject to any investigation. The investigating supervisor must initial each of the admonitions (1-5) below, and the member must sign the original. The original will be retained in the Investigation File. A copy will be provided to the member.

To:

From:

Date:

This is notice that your conduct on/during (date or circumstance) is being investigated by the Pine-Strawberry Fire District (PSFD) to determine if a violation of District Policy occurred.

You are hereby ordered to cooperate in this investigation and answer all questions fully and truthfully. If you do not answer these questions fully and truthfully, you will be subject to disciplinary action, which may include termination of your employment. If this investigation determines that your conduct was in violation of PSFD policy, you may be subject to disciplinary action in accordance with District Policy.

If an independent criminal investigation determines there is probable cause to believe you have committed a crime(s), you may be charged and tried in a court of law. To preserve your rights against compelled self-incrimination, you are being admonished of the following in accordance with the findings of the US Supreme Court (*Garrity v New Jersey*, 385 US 493 (1967)). This admonishment applies only to this investigation.

1. _____ Your conduct is being investigated by the Pine-Strawberry Fire District to determine if any violation of District Policy occurred.
2. _____ You are ordered to answer all questions relating to this investigation fully and truthfully.
3. _____ If you do not answer all questions fully and truthfully, you will be subject to disciplinary action separate from any disciplinary action resulting from the findings of the investigation.
4. _____ Disciplinary action relating to failure to answer these questions fully and truthfully may include termination of your employment at the Pine-Strawberry Fire District.
5. _____ Because you are being compelled to answer, under jeopardy of termination of your employment, your answers cannot be used in a criminal proceeding.

You may have additional rights and responsibilities relating to this investigation and any resulting disciplinary action. It is your responsibility to ascertain and exercise those rights and responsibilities.

This notice and admonition will be retained in the Investigation File.

For the Member

I understand that my conduct is being investigated by the Pine-Strawberry Fire District to determine if a violation of policy occurred. I understand that if my conduct is found to be in violation of District Policy, I may be subject to disciplinary action. I acknowledge that I have been ordered to answer all questions relating to this investigation fully and truthfully and that failure to do so is a violation of District Policy, which will result in disciplinary action unrelated to the findings of this investigation. Disciplinary action for failure to answer any questions relating to this investigation may include termination of employment.

Signed: _____ Date: _____

Investigating Supervisor: _____ Date: _____

Witness: _____ Date: _____



Pine-Strawberry Fire District Compensation and Benefits 4.1

Subject: FMLA

Page: 1 of 8

Board Approval Date: 08/31/2022

Effective Date: 09/15/2022

Revision Approval Date: 04/17/2025

**Revision Effective Date:
05/02/2025**

Board Chair Signature & Date:

I. PURPOSE:

The Family Medical Leave Act (FMLA) of 1993 entitles eligible members of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the member had not taken leave.

II. POLICY:

As a public agency, Pine-Strawberry Fire District (PSFD) is a covered employer under the FMLA, which obligates the District to publish a policy addressing the FMLA benefits.

- A. However, due to having less than 50 members, PSFD does not meet the requirement to provide FMLA.
- B. It is the intention of PSFD to voluntarily provide the protections covered under FMLA, where operationally practical, as outlined in FMLA.
 - 1. The Family Medical Leave (FML) benefits protection that PSFD is providing will be classified as FML and not regulated or enforced by the Department of Labor.
- C. PSFD will post (at all work locations) notification explaining rights and responsibilities under FML and ensure new members review the policy.

III. SCOPE:

This policy shall apply to all PSFD members if the member has been employed by the District for at least 12 months and has worked at least 1,250 hours during the 12 months immediately preceding the commencement of the leave.

IV. DEFINITIONS:

- A. Parent: Biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the member when the member was a child. This does not include parents-in-law.
- B. Son, Daughter, or Child: Biological, adoptive, stepchild, foster child, legal ward, or child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of mental or physical disability at the time that FMLA leave is to commence.
- C. Spouse: A husband or wife as defined or recognized in the state where the individual was married, lives, and includes individual in common law marriage or same-sex marriage.
- D. Loco Parentis: A person stands in loco parentis if that person provides day-to-day care or financial support for a child. Members with no biological or legal relationship to a child can stand in loco parents to that child and are entitled to FMLA leave. (For example, an uncle who cares for his sister's children while she serves on active military duty or a person who is co-parenting a child with his or her same-sex partner or a person who stood on loco parentis to the member when the member was a child.)
- E. Immediate Family Member: A parent, spouse (as defined by state law), or child of the member.
- F. Serious Health Condition: An illness, impairment, injury, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider. In addition, a serious health condition would be any condition that renders the member unable to perform the functions of the job.

- G. Twelve Weeks: The allowance for 12 weeks in a “12-month Period” shall be measured forward from the first day of the member’s FML leave.
- H. Health Care Provider: A licensed doctor, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse-midwife, or clinical social worker; or Christian Science practitioner; or any health care provider recognized by the employer; or a health care provider who practices in a country other than the U.S. who is authorized to practice under the laws of that country.
- I. Qualifying Exigency: A non-medical activity, which includes short- notice deployment, military events and related activity, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities where the employer and member agree to the leave.
- J. Military Caregiver: Is defined by the National Defense Appropriates Act (NDAA) as “a spouse, child, parent, or next of kin caring for a member of the Armed forces who is undergoing medical treatment, therapy, recuperation, or is otherwise in outpatient status or on temporary disability retirement of a serious injury or illness.” The serious injury or illness must have been incurred in the line of active duty.
- K. Active-Duty, Call to Active-Duty Status: Refers to an active-duty member of the US Military, a member of the National Guard or Reserves who is under a call or active-duty or notified of an impending call/order to active-duty, in support of contingency operation.
- L. Covered Military Member: A member's spouse, son, daughter, or parent who is on active-duty or called to active-duty status.

V. FML ELIGIBILITY:

- A. For members to be covered by FML, the member must have worked for PSFD for at least 12 months and worked at least 1,250 hours during the 12 months immediately preceding the commencement of the leave.
 - 1. The 12-month period of time does not have to be consecutive. However, no separation may exceed 6 months.
 - 2. 12 weeks of leave in a rolling 12-month period, measured backward from the date FML leave is used for:

- a. The birth of a child or to care for the newborn child within 1 year of birth.
 - b. The placement with the member of a child for adoption or foster care or to care for the newly placed child within 1 year of placement.
 - c. To care for the member's spouse, child, or parent who has a serious health condition.
 - d. A serious health condition that makes the member unable to perform the essential functions of their job.
- B. Eligible spouses employed by the District are entitled to an aggregate total of 12 weeks of leave for the birth, adoption, or foster care placement of a child. If the District employs two individuals who are married, they shall be entitled to a total of 12 weeks for such an event. They shall not each be entitled to 12 weeks for a single such event, rather one can take all 12 weeks, or they can split it between them.
 - 1. Entitlement to leave for the birth, adoption, or foster care of a child expires after 1 year.
- C. In the event of an FML qualifying event, a member may either request FML leave, or in the absence of such request, the District may inform the member of FML eligibility and initiate the appropriate paperwork. If eligibility is confirmed, placement on FML is not optional. Rather, it is required so the District maintains compliance with FMLA Regulation.

VI. FML LEAVE PROCESS:

- A. Eligible members must request FML leave in writing to the Fire Chief or acting Fire Chief at least 30 days prior to commencement of leave.
 - 1. If members learn of the need for FML leave less than 30 days in advance, the member must provide written notification as soon as practical under the circumstances, generally the day of or the next workday.
 - 2. PSFD intends to utilize the U.S. Department of Labor forms. These forms are available at <https://www.dol.gov/agencies/whd/fmla/forms>.
- B. When FML leave is unexpected, the eligible member must inform their direct supervisor by following call-in procedures unless unable to do so. (For example, if receiving emergency medical care.)

1. While the member does not have to specifically request FML leave at initial contact, sufficient information must be disclosed regarding their condition. If adequate information isn't provided, the FML leave may not be protected.
 2. If PSFD believes the event falls under FML, PSFD can place the member on FML.
- C. Once the member has notified their employer, PSFD must notify the member in writing within 5 business days if they are eligible for FML leave.
1. If a member is not eligible, the leave is not FML protected.
 2. If the member is eligible for FML, PSFD will provide the member their rights and responsibilities.
 3. The eligible member requesting FML leave will be required to complete and submit to the Fire Chief, or acting Fire Chief, applicable medical certification from a health care provider and appropriate U.S. Department of Labor forms within 15 business days of the FML approval.
- D. The member shall be required to use accrued PTO at the commencement of the leave. If the member becomes eligible for short term disability, the members can elect to continue to use their PTO. Members who exhaust their PTO prior to the end of their leave period shall then be on unpaid leave.
1. While a member is using PTO, they will continue to accrue PTO and have insurance and retirement benefits paid as normal.
 2. When a member is on unpaid leave, they will not accrue PTO and will not have retirement contributions paid.
- E. Group insurance benefits shall be provided for the duration of the leave as though the member were on an active status.
1. The member is responsible for any portion of the payment they normally responsible for when working.
 2. Insurance coverage may terminate if the member does not return to work or does not return when scheduled.

F. Medical Certification: The member is responsible for the cost, if any, of obtaining the medical certification from a health care provider and ensuring it is provided to the Fire Chief.

1. If a member fails to provide the medical certification, FML can be denied.
 2. If any necessary information is missing from the medical certification, PSFD will notify the member in writing for the missing information.
 - a. The member will have 7 business days to provide the missing information.
 - b. If missing information is not provided, the FML can be denied.
 3. The Medical Certification must include the following specific information:
 - a. Contact information for the health care provider.
 - b. When the serious health condition began.
 - c. How long the condition is expected to last.
 - d. Appropriate medical facts about the conditions (may include information about symptoms, referrals for treatment and medical visits).
 - e. Whether the member needs leave continuously or intermittently (should include an estimate of the time needed for each absence, how often).
- G. If the District has any reason to doubt the validity of the medical certification, it may require, at District expense, the opinion of a second health care provider of the District's choice.
1. If the two opinions differ, the District may require, at its expense, a third opinion (by a mutually agreed upon provider), which shall be final and binding.
 2. Refusal to submit to second or third opinion examinations shall result in denial of the FML request.

VII. RETURN TO WORK (RTW):

- A. A member whose leave of absence was due to their own serious health condition shall be restored to the same position held before the leave of absence once the following conditions are met:
 - 1. The member shall provide a release to RTW from their health care provider.
 - a. Failure to provide the release will result in the delay of the member returning to work.
 - 2. The member shall contact the Fire Chief to provide notification to RTW and to determine when to report for duty.
 - 3. RTW may be contingent upon a physical exam by the District physician and/or PSFD physical testing requirements prior to RTW.
 - 4. RTW may be contingent upon a mentally fit for duty exam by a qualified provider.
 - 5. Any mandatory training missed must be made up within 30 days.
- B. PSFD is not required to restore a member's position after exhausting FML.
- C. If the member is unable to return to work after exhausting FML, the member may fall under the Americans with Disabilities Act (ADA).

VIII. INTERMITTENT/REDUCED SCHEDULE LEAVE

- A. Intermittent leave or leave on a reduced schedule may be taken by a member when it is necessary for the member's own serious health condition or for the care of an immediate family member with a serious health condition.
- B. Intermittent leave can be a few hours off per day or a day/ week, at intervals, based on the medical needs. A reduced leave schedule reduces the number of work hours per day or week.

- C. Approval for intermittent or reduced leave shall be granted only if deemed necessary by a health care provider. A member must attempt to schedule their leave to minimize disruption to District operations, subject to approval of the Fire Chief.
- D. The District reserves the right to require the member to work in a different position or on a different schedule during the intermittent or reduced schedule leave that shall better accommodate the necessities of the District. The alternative position shall provide the same pay and benefits as the position held prior to commencement of the leave.

IX. MILITARY FML:

- A. FMLA regulations, as defined by the Department of Labor, includes 2 types of military leave:
 - 1. Qualifying exigency leave.
 - 2. Military caregiver leave.
- B. A member eligible to take FML military leave must have worked for PSFD for a total of 12 months and worked at least 1,250 hours over the previous 12 months.
- C. When PSFD believes that an event is a qualifying event or is notified by the member of an FML military leave request, the member will provide written documentation and the certification of qualifying exigency for military family leave, WH-384.
- D. 26 weeks of leave during a single rolling 12-month period, measured backward from the date the member utilized FML to care for a covered service member with a serious injury or illness if the eligible member is the service member's spouse, child, or next of kin (military caregiver leave).
- E. FML military leave is unpaid. However, the member may use accrued PTO for some or all of the FML.
- F. When a member is on unpaid leave, they will not accrue PTO, will not have retirement contributions paid, and will be responsible for payment of their portion of insurance premiums.
- G. Members must follow the requirements in Section VII to return to work.



Pine-Strawberry Fire District

Compensation and Benefits

4.2

Subject: Military Leave

Page: 1 of 4

Board Approval Date: 06/22/2020

Effective Date: 07/07/2022

Revision Approval Date: 04/17/2025

**Revision Effective Date:
05/02/2025**

Board Chair Signature:

I. PURPOSE:

To enable Pine-Strawberry Fire District (PSFD) members to satisfy their military reserve or order to active-duty service obligations while retaining their PSFD status in accordance with federal and state law.

II. POLICY:

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

III. SCOPE:

This policy shall apply to all PSFD members.

IV. PROCEDURE:

The member shall notify the immediate supervisor upon receipt of military orders to report to duty. The member should submit a copy of the military orders immediately upon receipt. The Fire Chief shall review such orders in advance in order for the military leave to be approved.

V. PRACTICE: Military Reserve Training Duty (Military Leave With Pay)

- A. PSFD members shall be granted military reserve training leave with pay for military duty required in order to meet training obligations.
- B. In accordance with federal and state law, military training leave shall not exceed 30 days in 2 consecutive calendar years. For purposes of calculation of such time, shift suppression members shall be granted leave up to 720 hours over 2 consecutive calendar years; non-shift suppression or administrative members shall be granted leave up to 240 hours over 2 consecutive calendar years. Additional time off for military reserve training may be granted but shall not be covered under this policy.
- C. The member shall return to their regular position upon return from military training leave.
- D. A member fulfilling the military reserve training obligation will do so without loss of position, time in service, evaluation rating, accrued benefit accrual, or other PSFD provided benefits.
 - 1. The member will still be responsible for any financial obligations they normally have for benefits if not on military training leave.
 - 2. PSFD will make the necessary contributions to PSPRS or ASRS for full-time members to keep their retirement current while deployed.
- E. During the period of time spent in field training under orders, the member shall be on paid military leave and hours shall not be deducted from their PTO, as long as no more than 30 days in 2 consecutive fiscal years (July 1 to June 30) have been exhausted.

VI. PRACTICE: Active-Duty Military Leave (Without Pay):

- A. PSFD members shall be granted military leave without pay when ordered to active military duty. In some circumstances, a member may be activated to full-time military service. Examples include, but are not limited to:
 - 1. A war or period of national emergency.

2. A period of national conscription.
 3. A period when the U.S. Armed Forces are serving upon an order or request of the United Nations.
- B. PSFD members shall be eligible for a military leave without pay for periods of active duty, with the armed forces of the United States, for a period not to exceed 5 cumulative years.
- C. When a member enters unpaid military leave, all paid leave benefits shall cease to accrue for the duration of the leave.
1. If unpaid military leave is less than 90 days, the member will receive credit for time in service.
 2. The member will retain all accumulated PTO or sick time.
- D. Because the member on active military duty shall receive group health/dental insurance benefits provided by the military, PSFD group health/dental insurance benefits shall discontinue 1 month after date active military duty begins.
1. The member will be responsible for any financial obligation they are normally responsible for.
 2. The member can elect to have their PSFD group health/dental insurance benefits end on the date they enter active duty.
- E. If active-duty service is less than 31 days, the member may elect to continue coverage through the District. They shall be required to pay the portion of the premiums that they would pay if they were on active status with PSFD.
- F. If active-duty service is 31 days or more, the member may elect to continue coverage through the District. They shall be required to pay 100% of the entire insurance premiums.
- G. Upon return to active employment, reinstatement of position and benefits shall be afforded in accordance with the law.

- H. On return from military leave to employment, the member is entitled to re-employment in the job position they would have attained, with reasonable certainty, if not for the military absence. In order to return, the member:
 - 1. Must be qualified to perform the duties.
 - 2. Must meet all skill and physical requirements of the position.
 - 3. Must submit a certificate of satisfactory completion of service.
- I. PSFD will provide required training to the member to ensure their safety and continued operational effectiveness.
- J. PSFD will make reasonable efforts, at no cost to the member, to help the member become qualified to perform the duties, skills, and requirements of the position.
- K. On return to active employment, the member is to be compensated at the rate of pay associated with the escalator position or taking into account any pay increase (step and/or merit) the member would have attained.
- L. In accordance with state statute, if a PSPRS-covered or ASRS-covered member is a member of the reserves or a member of the Arizona National Guard and is subject to a presidential call up to active military duty, the District shall make PSPRS or ASRS contributions on behalf of the District and the member for the period of time of active military service, up to a maximum of 48 months. The contributions shall be made upon the member's return and shall be based upon the compensation that the member would have received for the period of time they were ordered into active military service. All related provisions of the state statutes shall be followed.
- M. In accordance with state statute, if a member who is an ASRS or PSPRS member volunteers or is ordered to perform military service, they may receive credited service for no more than 60 months of military service. The member has up to 3 times the length of the military service, not to exceed 60 months, to make their own ASRS or PSPRS contributions. Once the member has made their contributions, the District shall make its contribution in a lump sum. The contributions shall be based upon the compensation that the member would have received for the period of time they were ordered into active military service. All related provisions of the state statutes shall be followed.



Pine-Strawberry Fire District

Compensation and Benefits

4.3

Subject: Holidays

Page: 1 of 2

Board Approval Date: 06/22/2022

Effective Date: 07/07/2022

Revision Approval Date: 04/17/2025

**Revision Effective Date:
05/02/2025**

Board Chair Signature:

I. PURPOSE:

It is the policy of Pine-Strawberry Fire District (PSFD) to provide a competitive paid time off benefit of recognized holidays.

II. SCOPE:

This policy applies to all full-time members.

III. POLICY:


- A. On the following recognized holidays, the administrative offices will be closed. All eligible administrative or non-shift suppression members shall receive holiday pay according to the guidelines below:

- | | |
|-------------------------------|--------------------------|
| 1. New Year's Day | January 1st |
| 2. Martin Luther King's Day | 3rd Monday in January |
| 3. President's Day | 3rd Monday in February |
| 4. Memorial Day | 4th Monday in May |
| 5. Juneteenth | 3rd Monday in June |
| 6. Independence Day | July 4th |
| 7. Labor Day | 1st Monday in September |
| 8. Columbus Day | 2nd Monday in October |
| 9. Veterans Day | November 11th |
| 10. Thanksgiving Day | 4th Thursday in November |
| 11. Friday after Thanksgiving | 4th Friday in November |
| 12. Christmas Day | December 25th |

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

IV. PRACTICE:

- A. District-paid holidays which:
1. Fall on a Saturday will be observed on the preceding Friday.
 2. Fall on a Sunday will be observed on the following Monday.
- B. Full-time administrative or non-shift suppression members shall receive 8 hours of holiday straight time pay in lieu of working.
1. Administrative or non-shift suppression members must work or be on paid leave (including PTO) the last scheduled workday before the holiday and the first scheduled workday after the holiday to be paid for the holiday.
 2. Whenever an authorized holiday falls within a pay period, such leave would not be considered hours worked for the purpose of calculating overtime.
 3. If an administrative or non-shift suppression member has an alternative work schedule and is normally off on the holiday, they shall be granted another day off. The member shall receive the same 8 hours of holiday pay, regardless the number of hours normally worked in a day.
- C. Full-time suppression members shall be paid 8 hours of holiday pay, regardless of or not they are scheduled to work the holiday.
- D. If a paid holiday falls during a member's scheduled PTO, an administrative or non-shift suppression member shall receive holiday pay for that day, and their PTO accrual will not be deducted.
- E. Holiday pay hours shall never be counted as hours worked for the calculation of overtime.

	<h1>Pine-Strawberry Fire District Compensation and Benefits 4.4</h1>	
Subject: Personal Time Off (PTO)	Page: 1 of 5	
Board Approval Date: 08/31/2022	Effective Date: 09/15/2022	
Revision Approval Date: 08/21/2025	Revision Effective Date: 09/05/2025	
Board Chair Signature:		

I. PURPOSE:

To provide Pine-Strawberry Fire District (PSFD) full-time members with paid time off benefits, for restful break from the routine work. PTO can be used for any reason. PSFD PTO policy meets the statutory requirements for earned paid sick time as set forth in the Arizona Fair Wages and Healthy Families Act.

II. POLICY:

The PSFD shall provide PTO to all full-time members based on years of service. (For reserve, part-time, and temporary members of PSFD see Policy 4.5 Sick Leave.)

III. SCOPE:

This policy shall apply to all full-time PSFD members.

IV. PRACTICE:

- A. The effective date for a change in accrual rate will be the member's anniversary date.
- B. The bi-weekly accrual is based upon completion of the pay period. Full-time members who have not completed a pay period shall receive PTO accrual on a pro-rated basis in accordance with the number of paid hours for that pay period.
- C. Full-time career member's PTO accrual on a bi-weekly basis is as follows:

YEARS OF SERVICE	Bi-WEEKLY ACCUMULATION
0-5 Years of Service	11.08 hours (288 hrs/yr)
6-7 Anniversary Date	12.00 hours (312 hrs/yr)
8-9 Anniversary Date	13.00 hours (338 hrs/yr)
10 Years of Service	14.77 hours (384 hrs/yr)

D. Full-time administrative member's PTO accrual on a bi-weekly basis is as follows:

YEARS OF SERVICE	Bi-WEEKLY ACCUMULATION
0-5 Years of Service	6.15 hours (160 hrs/yr)
6-7 Anniversary Date	6.92 hours (180 hrs/yr)
8-9 Anniversary Date	7.69 hours (200 hrs/yr)
After 9 Anniversary Date	9.23 hours (240 hrs/yr)

E. The maximum PTO accrual is 1,776 hours (74 24-hour days).

V. GUIDELINES:

- A. 40 hours of the annual PTO allotment is intended to meet the statutory requirements for earned paid sick time (EPST), as required under the Arizona Fair Wage and Healthy Families Act.
- B. PTO is to be used at the discretion of the individual member and approved by their direct supervisor.
- C. Every effort should be made to accommodate the member's request for PTO. However, staffing previously approved PTO requests can affect approval of the request.
- D. In the event that a suppression member moves into an administrative or non-shift suppression schedule, their PTO accrual shall be converted to the equivalent administrative accrual rate.
- E. Unscheduled PTO should be requested 2 weeks prior, when possible, to the requested PTO time.
 - 1. Unscheduled PTO may be taken in the event of unforeseen events.
 - 2. Unscheduled PTO for unforeseen medical situations takes priority.

- a. Falsely taking PTO for medical situations can result in disciplinary action.
- F. In the event that a supervisor believes a member should not be at work due to illness or injury, the member may be required to leave and use their accrued PTO.
- G. Normally scheduled PTO may be taken in increments not to exceed 4 calendar weeks.
 - 1. To ensure that organizational needs are met, members shall not exceed more than 30 consecutive days off at a time while utilizing authorized PTO.
- H. In the event that any member is out for more than 30 calendar days on unscheduled PTO and the absence is due to the member's health issue, PSFD may require documentation from the health care provider to return to work and the completion of a District physical performance assessment (PPA).
- I. PTO hours shall be counted as hours worked for the purposes of the calculation of overtime.
- J. Members will be entitled to sell back up to 40 hours of PTO for administrative members and 48 hours of PTO for career members, 2 times in a fiscal year if the following criteria are met:
 - 1. A total of 288 hours for career members or 160 hours for administrative members accumulated PTO hours are maintained.
 - 2. The written request must be made from the member to the Fire Chief.
- K. PTO hours will be paid to the member at 100% of their hourly rate upon retirement, discontinued employment as follows:
 - 1. Career members will receive the hours in their PTO bank up to 989 hours.
 - 2. Administrative members will receive the hours in their PTO bank up to 728 hours.

VI. PROCEDURE:

- A. All requests for scheduled PTO should be submitted in the current electronic scheduling platform.
- B. PTO leave requests shall be considered on a first come, first serve basis. In the event of conflicting schedules, the member's supervisor shall have the final decision in granting the time off.
- C. The member will submit their PTO request to their captain for approval and the captain shall arrange for coverage in scheduling software. If no coverage is available, the request will be denied.
- D. A member should not assume that a PTO request has been approved until coverage has been arranged and the PTO request has been approved.

VII. DONATION OF PTO:

- A. To receive donated PTO for illness or injury of the member and/or family members, the member is required to exhaust all their available PTO.
- B. A full-time member who finds themselves in a position of not having enough accrued PTO to cover medical needs for themselves or family members may submit a request in writing to the Fire Chief through their direct supervisor.
 - 1. If a member is unable to request the donation of PTO, a family member, direct supervisor, or the Fire Chief may submit the request for them.
- C. Within 48 hours, the Fire Chief or designee and direct supervisor will review the request and determine if the member or events qualify for donated PTO and approve or decline the request.
 - 1. The requester must be notified of the request decline ASAP.
- D. If approved, The Fire Chief or designee will notify PSFD members of the need for donated PTO.
 - 1. Only the member's name can be provided to PSFD members.

- E. Members may respond to the request for PTO donations by email to the Fire Chief or designee indicating the amount of time they wish to donate.
 - 1. The Fire Chief or designated administrative staff will print each email, keeping them in chronological order as they are received for processing.
- F. If the member receiving donated hours requires additional time to cover regular scheduled shifts, the Fire Chief or designated administrative staff will transfer PTO time from the donors to the member to meet bi-weekly payroll.
 - 1. No PTO time will be transferred before the member needs time to meet bi-weekly payroll.
 - 2. The member donating hours will be notified of the hours donated from their PTO bank each pay period.
 - 3. Donated PTO will be accounted in the order it was donated.
 - 4. Donated PTO will be transferred from donors in 24-hour blocks, rotating through the donor list in chronological order of donations received.



Pine-Strawberry Fire District Compensation and Benefits 4.5

Subject: Earned Sick Time

Page: 1 of 5

Board Approval Date: 08/31/2022

Effective Date: 09/15/2022

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

It is the policy of Pine-Strawberry Fire District (PSFD) to provide earned paid sick time (EPST) according to the guidelines below.

II. PURPOSE:

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

III. SCOPE:

This policy applies to all reserve, part-time, and temporary members of PSFD who do not qualify for the District PTO policy. The PSFD PTO policy meets the requirements for EPST for PSFD members who meet PSFD PTO policy.

IV. DEFINITIONS:

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

- A. A child of any age (biological, adopted, foster, stepchild, child of a domestic partner, a legal ward, or any child to whom the member is in loco parentis or was when the person was a minor).
- B. A parent (a biological, stepparent, adoptive parent, foster parent, or legal guardian of a member or the member's spouse/domestic partner, or a person who stood in loco parentis when the member or member's spouse/domestic partner was a minor child).
- C. A spouse or domestic partner.

- D. A grandparent, grandchild, or sibling (biological, foster, adoptive or step-relationship) of the member or member's spouse/domestic partner.
- E. Any other individual related by blood or affinity whose close association with the member is equivalent to a family relationship.

V. PRACTICE:

- A. Members shall earn 1 hour of EPST for every 30 hours worked, up to a maximum of 40 hours per fiscal year (July 1 – June 30).
- B. EPST shall be paid at the member's normal hourly rate and shall not be counted as hours worked for the purpose of the calculation of overtime.
- C. Eligible members hired after July 1, 2017, shall accrue EPST upon hire but shall not be entitled to use the EPST until the 90th day of employment.
 - 1. Prior to 90 days, any sick time shall be taken as leave without pay.
- D. Any unused, accrued EPST shall be carried over to the next fiscal year up to a maximum of 96 hours.
 - 1. Any hours accrued over 96 hours in a fiscal year will be paid to the member in full at the end of that fiscal year.
- E. EPST may be used in the following circumstances:
 - 1. For the member's own medical illness, injury, or health condition, or for care/treatment of such, or for preventative medical care.
 - 2. For the care of a family member with an illness, injury, or health condition, or for care/treatment of such, or for preventative medical care.
 - 3. In the event of closure of the District due to a public health emergency or an member's need to care for a child whose school or place of care has been closed due to a public health emergency, or if the member or a family member has been determined by health authorities to jeopardize the health of others because of exposure to a communicable disease.

4. The purpose of absence needed due to domestic violence, sexual violence, abuse, or stalking, provided that the time away from work is to allow the member to obtain the following assistance for themselves or a family member:
 - a. Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse, or stalking;
 - b. Services from a domestic violence or sexual violence program or victim services organization;
 - c. Psychological or other counseling;
 - d. Relocation or taking steps to secure an existing home due to domestic violence, sexual violence, abuse, or stalking; or
 - e. Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic violence, sexual violence, abuse, or stalking.
- F. Unused, accrued EPST shall not be paid at the point of termination.
 1. In the event that an member separates employment and is later rehired (within nine months), any unused, accrued EPST at the time of the separation shall be reinstated.
- G. In the event of a need for time off for any of the reasons set forth in practice "E" above, the member shall first use any accrued EPST.
 1. Upon exhaustion of the member's EPST annual usage and/or accrual, the time shall be without pay.
- H. If the EPST is foreseeable, members shall make a good faith effort to submit a "Leave Request" form to their supervisor at least 2 weeks in advance.
 1. Additionally, members shall make a good faith effort to schedule the use of EPST in a manner that does not duly disrupt District operations.
- I. If the member has a need for EPST that is not foreseeable, the member shall personally notify their supervisor as soon as possible, and no later than 2 hours prior to the start of his/her scheduled starting time.
 1. If the member is unable to make the notification personally, the member shall designate another person to make the notification on their behalf.

- J. In the event that an member uses 3 or more consecutive scheduled workdays of EPST, the District may require documentation that the EPST has been used for any of the purposes listed in practice “E” above.
 - 1. If the absence is due to the member’s or the member’s family member’s health issue, documentation from the health care provider shall be acceptable.
 - 2. If the absence is due to domestic violence, sexual violence, abuse, or stalking, the member may provide written documentation from official sources.
- K. Members shall not be requested to explain the nature of the health condition or the nature of domestic violence, sexual violence, abuse, or stalking.
 - 1. Any information the District may receive shall be kept confidential.
- L. In the event the member’s use of EPST is also a qualifying event under the ADA, the District has the right to require evidence of disability or a serious health condition in accordance with federal law.
- M. Members shall not be discriminated against or subjected to retaliation for using EPST.
- N. Information regarding member’s rights under the Fair Wage and Healthy Families Act is provided on a poster on PSFD bulletin boards for members.
 - 1. Also, information is available on the Industrial Commission website at www.azica.gov.

VI. RESPONSIBILITY:

- A. The PSFD Board is responsible for ensuring this policy remains current.
- B. The Fire Chief is responsible for the administration and enforcement of this policy.
- C. Each supervisor is responsible for day-to-day administration of and communicating of PSFD Policies and for ensuring compliance.

- D. All PSFD personnel are responsible for being knowledgeable of this policy and must, as a condition of their employment, adhere to and comply with this policy.
- E. Failure to comply with and/or enforce approved policies and/or standard operational guidelines can result in corrective action, up to and including termination.



Pine-Strawberry Fire District Compensation and Benefits 4.6

Subject: Leave of Absence (LOA)

Page: 1 of 2

Board Approval Date: 10/20/2022

Effective Date: 11/04/2022

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature:

I. POLICY:

It is the policy of Pine-Strawberry Fire District (PSFD) to provide members leave of absence (LOA) for personal, family, or medical reasons. LOA is designed to allow members to take time off, as needed, without severe disruption to PSFD operations.

A. LOA is unpaid.

B. During LOA, the member is required to pay health insurance premiums, including the portion normally paid for by the District.

II. PURPOSE:

To provide PSFD members with time off in the event that extenuating circumstances make it necessary to be away from work for an extended period of time.

III. SCOPE:

This policy shall apply to all PSFD members employed with the District for at least 12 months preceding the commencement of the leave.

IV. GUIDELINES:

A. A member requesting a LOA shall submit a written request through chain of command to the Fire Chief.

B. At the discretion of the Fire Chief, a LOA may be approved for a period not to exceed 6 months.

- C. All LOA requests will be reviewed on a case-by-case basis and may be granted if the District's business operations are not severely disrupted or if the request does not cause undue hardship to PSFD.
- D. All paid leave benefits (PTO and sick time) shall cease to accrue during the unpaid LOA.
- E. PSPRS will accept authorized leave without pay as "service" but not as "credited service" (i.e., the anticipated retirement date may be extended).
- F. The time spent on LOA shall count toward credited service for purposes of determination of seniority within PSFD.
- G. When a member returns to work after LOA for a personal medical reason, the member must provide certification for eligibility to return to work.
- H. When the member returns to work, they are responsible for making up any training and or physicals the member missed during the LOA.

V. PROCEDURE:

- A. A member requesting LOA must submit a written request as far in advance as possible (at least 2 weeks prior, when possible, but no less than 3 days before).
 - 1. The request for LOA must include the start date, end date, and a reasonable explanation of the circumstances surrounding the LOA request and the use of PTO if applicable.
- B. The Fire Chief will coordinate with the appropriate administrative staff for payroll.



Pine-Strawberry Fire District Compensation and Benefits 4.7

Subject: Bereavement Leave

Page: 1 of 3

Board Approval Date: 08/17/2023

Effective Date: 09/01/2023

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. PURPOSE:

To establish guidelines for Pine-Strawberry Fire District (PSFD) members paid leave of absence in the event of a death of a member of a member's immediate family.

II. POLICY:

In the event of a death of a member of a member's immediate family, members may be granted time off with pay as set forth in the guidelines below. The Fire Chief must approve all bereavement leaves.

III. SCOPE:

This policy applies to all full-time and part-time members who have completed 60 days of employment.

A. Reserve members are not entitled to paid bereavement leave.

IV. DEFINITIONS:

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

1. A child of any age (biological, adopted, foster, stepchild, child of a domestic partner, a legal ward, or any child to whom the member is in loco parentis or was when the person was a minor).
2. A parent (a biological, stepparent, adoptive parent, foster parent, or legal guardian of a member or the member's spouse/domestic partner, or a person who stood in loco parentis when the member or member's spouse/domestic partner was a minor child).

3. A spouse or domestic partner.
4. A grandparent, grandchild, or sibling (biological, foster, adoptive or step-relationship) of the member or member's spouse/domestic partner.
5. Any other individual related by blood or affinity whose close association with the member is equivalent to a family relationship.

V. GUIDELINES:

- A. Bereavement leave must be taken within 2 weeks of the actual death.
 1. In the event of mitigating circumstances, an exception may be granted by the Fire Chief.
- B. In the event of a death of a co-worker, emergency leave time may be granted to allow co-workers to attend the memorial/funeral services.
 1. Time off will be coordinated by the Fire Chief and supervisors.
- C. Full-time career members who require to be absent from work due to death of a family member will be entitled to 2 workdays/shifts, 48 hours of paid bereavement leave.
 1. Paid bereavement leave will not be deducted from the members accrual PTO.
 2. The Fire Chief may grant up to 4 scheduled workdays/shifts, 96 hours of additional paid bereavement leave for members depending upon travel distance, funeral arrangements, etc.
 3. Additional leave, such as PTO, may be taken with the approval of the Fire Chief.
 4. Bereavement leave is straight time and will be considered hours worked for the purpose of calculating overtime.
- D. Full-time administrative members who require to be absent from work due to a death of a family member will be entitled to 5 workdays/shifts, 40 hours of paid bereavement leave.

1. Paid bereavement leave will not be deducted from the member's accrued PTO.
 2. The Fire Chief may grant up to 10 scheduled workdays/shifts, 80 hours of additional paid bereavement leave for members depending upon travel distance, funeral arrangements, etc.
 3. Additional leave, such as PTO, may be taken with the approval of the Fire Chief.
 4. Bereavement leave is straight time and will be considered hours worked for the purpose of calculating overtime.
- E. Part-time administrative members who require to be absent from work due to a death of a family member will be entitled to 20 hours of paid bereavement leave.
1. The Fire Chief may grant up to 40 hours of additional paid bereavement leave for members depending upon travel distance, funeral arrangements, etc.



Pine-Strawberry Fire District Compensation and Benefits 4.8

Subject: Jury and Court Time

Page: 1 of 3

Board Approval Date: 09/15/2022

Effective Date: 09/30/2022

**Revision Approval Date:
04/17/2025**

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. PURPOSE:

To establish guidelines for paid leave of absence while on jury duty or for purposes of mandated court appearance.

II. POLICY:

To remove some of the financial burden inherent in serving on jury duty or when required to appear for jury duty or District related court appearances.

III. SCOPE:

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

- A. Reserve members, only if the court appearance is for a District-related case.

IV. DEFINITIONS:

- A. Jury duty is when a PSFD member is subpoenaed to report and appear for jury duty.
- B. Court time is when a member is subpoenaed to report or appear in court for a District-related case.

V. JURY DUTY:

- A. Jury duty pay is not available through PSFD on the member's regular days off.

- B. Jury duty pay is not available through PSFD for members who must serve more than 30 working days per calendar year, but members may utilize PTO.
- C. Under extenuating circumstances jury duty pay may be extended by the Fire Chief.
- D. Administrative members are eligible to receive up to 8 hours of jury compensation per scheduled workday.
- E. Career members are eligible to receive up to 24 hours of jury compensation per scheduled work shift.
- F. Jury duty is paid in place of regularly scheduled hours worked and is considered hours worked for the purpose of calculating overtime.
- G. The member is obligated to refund the District any money paid by the courts for their time on the jury.
- H. Personnel may not use PSFD vehicles, per diem, or any reimbursement mechanism to offset jury duty travel cost.
 - 1. Copies of any remuneration, other than mileage received from the court, shall be remitted to the District.
- I. A copy of the court's jury summons, which can be obtained from the court's jury commissioner or bailiff, must be submitted to the member's supervisor.
 - 1. The supervisor will submit the document to the administrative staff for processing.
- J. If the member is released from jury duty by the court in less than 4 hours, including driving time, of the normal workday/shift, the member shall return to work for the remainder of the day.

VI. District-Related Court Time

- A. Court duty pay is available through PSFD on the member's regular days off only if the court case involves PSFD or is related to the member's PSFD duties.
 - 1. Court pay will be for a minimum of 2 hours.

- B. In the event that a member receives a subpoena to appear in court for a case not related to official duties for the District, the absence from work shall be deducted from their PTO accrual.
- C. Members are eligible for court pay for all hours related to the court appearance and will be paid any required per diem or travel pay.
 - 1. Members may use PSFD vehicles to travel to and from the court appearance.
- D. Court pay is paid in place of regularly scheduled hours worked and is considered hours worked for the purpose of calculating overtime.
- E. For members appearing in court for a PSFD related case, the member should appear in full Class "A" uniform.
- F. If the member is released from court in less than 4 hours, including driving time, of the normal workday/shift, the member shall return to work for the remainder of the day.

VII. PROCEDURE:

- A. The member is required to notify the immediate supervisor upon receipt of jury duty or court summons.
- B. The member is required to give their supervisor a copy of the summons.
 - 1. The supervisor will submit the document to the administrative staff for processing.
- C. The member will report to their supervisor when released from court duties.



Pine-Strawberry Fire District Compensation and Benefits 4.9

Subject: Election Time Off

Page: 1 of 1

Board Approval Date: 09/15/2022

Effective Date: 09/30/2022

**Revision Approval Date:
04/17/2025**

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. PURPOSE:

It is the Pine-Strawberry Fire District (PSFD) policy to establish guidelines for paid time off for members to vote on election days.

II. POLICY:

In pursuant to A.R.S. 16-402, it is the policy of PSFD to encourage and allow their members to cast ballots on election days without the loss of pay.

III. SCOPE:

This policy applies to all PSFD members.

IV. GUIDELINES:

- A. Members assigned to work on an election day may take time off from work without any loss of pay to vote. The time off shall be approved by the member's supervisor and at the convenience of PSFD.
- B. If there are less than 3 consecutive hours between the opening of the polls and the beginning of the work shift or the end of the work shift and the closing of the polls, the members will be authorized up to 3 hours off to cast their ballots.

V. PROCEDURE:

- A. The supervisor will coordinate and schedule members to take time off to cast their ballots without inconvenience or disruption to PSFD operations.



Pine-Strawberry Fire District Compensation and Benefits 4.10

Subject: Retirement Plans

Page: 1 of 3

**Board Approval Date:
09/15/2022**

Effective Date: 09/30/2022

**Revision Approval Date:
04/17/2025**

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. PURPOSE:

For the Pine-Strawberry Fire District (PSFD) to provide eligible members plans that assist them in financial preparation for retirement.

II. POLICY:

- A. It is the policy of PSFD to reward full-time suppression personnel for their service and aid them in preparing for their retirement by providing a contribution to the Public Safety Personnel Retirement System (PSPRS).
- B. It is the policy of PSFD to reward eligible non-suppression members and eligible part-time suppression members for their service and aid them in preparing for their retirement by providing a contribution to the Arizona State Retirement System (ASRS).

III. SCOPE:

This policy applies to all eligible members.

IV. DEFINITIONS:

- A. Public Safety Personnel Retirement System (PSPRS) is a state agency retirement system that provides safety personnel with a uniform, consistent, and equitable program for eligible safety personnel who are regularly assigned to hazardous duty in the employ of the state of Arizona and affiliate organizations with retirement benefits.

- B. Arizona State Retirement System (ASRS) is a state agency that administers a pension plan, long term disability plan, retiree health insurance plans, and other benefits to qualified Arizona's public servants, government, and affiliate workers. This includes universities, colleges, school districts, counties, cities, towns, and political subdivisions such as fire and water districts.
- C. Administrative members are full or part-time members who assist in the management of the District providing administrative and professional support to the organization. Such positions can include office manager, fire marshal, administrative assistant, human resources personnel, and payroll staff.
- D. Career members are full-time members who occupy any position or rank within the District, engaged in emergency operations and duties required for the performance of essential firefighting functions.

V. ELIGIBILITY:

- A. Public Safety Personnel Retirement System (PSPRS) covers full-time members in a suppression position.
- B. Arizona State Retirement System (ASRS) covers full and part-time members in administrative or non-suppression positions and qualifying part-time suppression members.

VI. PSPRS:

- A. Members become eligible based on the PSPRS statutes.
- B. PSFD follows the directions and procedures of the PSPRS and applicable Arizona Revised Statutes.
- C. Contributions and benefits are determined based upon the tier classification and are set forth in Arizona Revised Statutes.
- D. The PSFD will establish a Board to handle the PSFD PSPRS program.
- E. Further details of the PSPRS plan are available through the administrative office or the PSPRS website: www.psprs.com.

VII. ASRS:

- A. Members who are hired to work at least 20 hours per week for at least 20 weeks of the fiscal year become eligible for automatic participation in the ASRS upon their date of hire or date of eligibility to participate in ASRS.
- B. The District and member each contribute a percentage of the member's gross wages to the ASRS, and that percentage is established by the ASRS.
- C. The ASRS is administered in accordance with applicable IRS and ERISA regulations.
- D. Further details of plans are available through the administrative office or the ASRS website: azasrs.gov.



Pine-Strawberry Fire District

Compensation & Benefits

4.12

Subject: Educational Reimbursement

Page: 1 of 4

Board Approval Date: 11/21/2024

Effective Date: 12/06/2024

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) policy is to provide a means to reimburse members for the cost of professional education and development within the budget capacity of the District.

II. PURPOSE:

The purpose of this policy is to encourage existing members to continue their professional development and education and to attract new members to the District.

III. EDUCATIONAL REIMBURSEMENT:

A. This plan is available to career, reserve, and administrative members.

1. In order to reimburse educational and development expenses, there must be adequate funds in the training budget.
2. There must be a demonstrated need or benefit to the District for the training or schooling being requested.
3. A written proposal must be submitted demonstrating the need or benefit and cost.

B. Pre-Approval of Training Requests:

1. All prospective students must be pre-approved by the Fire Chief or his/her designee.

2. The District has no obligation to reimburse members for expenses which have not been pre-approved.
3. Prospective students may be required to sign an education reimbursement contract.
4. The Fire Chief, in consultation with the Training Officer or EMS Officer, as applicable, will determine if a contract is needed.
5. Any student who fails to complete a course, or who fails to complete it satisfactorily, may be required to reimburse the District for any or all course related expenses incurred by the District.
6. College level classes must be completed with a grade of "C", or better, in order to be considered successfully completed.
7. If the course is a certification course, the course is not considered to be successfully completed until certification has been achieved.
8. Extensive courses may require that the member sign a contract specifying the terms, conditions, and benefits of the contract.
 - a. If the member fails to meet the conditions of the contract, they may be required to reimburse the District for any or all course-related expenses.

C. New Hire Training Reimbursement:

1. Reimbursement for newly hired members may be available to cover FF1, FF2, EMT, and/or HAZMAT costs, among other educational and licensure programs and needs, including but not limited to PPE.
2. In order to reimburse educational and development expenses for new hires, there must be adequate funds in the training budget earmarked for tuition reimbursement.
3. All applicants must be pre-approved by the Fire Chief or his/her designee.
 - a. Applicants will be required to complete a PSFD hire application, fingerprinting, and background check.

- b. Applicants will be required to sign an educational reimbursement contract outlining the course to be completed, the timeline to be completed in, and requirements for reimbursement upon completion.
- c. Hard copies of the hire application, contract, tuition receipts, and other related documentation will be kept in the applicant's personnel file.
- d. Upon approval of application and contract, the prospective member will be considered to be "sponsored" by PSFD and will be eligible for PPE and other academy required equipment.
- e. Sponsorship carries with it the responsibility to adhere to PSFD's established standards of conduct which will be provided to applicants.
- f. Adherence guidelines will also be outlined in the contract.
- g. Upon successful completion of the applicant's first semester of pre-approved education, the applicant may be considered for conditional hire as outlined in the contract.
 - i. Once applicant is offered conditional hire, the applicant is then eligible for reimbursement.
 - ii. No wages or benefits can be paid to a non-member.
 - iii. Applicants are encouraged to seek other means of up-front funding prior to hire (i.e. FAFSA, 100 Club of Arizona, Pine- Strawberry Firefighters Association, Mogollon Health Alliance, etc.)
- h. Expenses outside of pre-approved amounts outlined in the contract will not be eligible for reimbursement. The Fire Chief may consider unanticipated costs outside of the applicant's control but will be considered on a case-by-case basis and will require a justification statement.
- i. A specified term of employment with the District will be required in exchange for any reimbursed training expenses incurred by the District.
- j. If the applicant fails to satisfactorily complete the specified required training or term of employment, he/she will be required to reimburse the District for training costs incurred on a pro-rated basis.
- k. All terms and requirements will be specified in the pre-employment contract and reimbursable costs may be withheld from the applicant's pay checks if the contract is not fulfilled.

D. Mandatory Training Expenses:

1. Any courses required by regulations, statute, or District policy will be eligible for educational reimbursement.
2. Education and training acquired prior to employment will not be eligible for educational reimbursement unless pre-approved as described above.



Pine-Strawberry Fire District

Compensation & Benefits

4.13

Subject: Medical, Dental, and Vision Insurance

Page: 1 of 3

Board Approval Date: 02/22/2024

Effective Date: 03/07/2024

Revision Approval Date: 05/15/2025

Revision Effective Date: 05/30/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) policy is to provide a health, dental, and vision insurance package for career full-time members.

II. PURPOSE:

The purpose of this policy is to provide a medical, dental, and vision insurance package that is competitive and attractive to prospective members, as well as promote retention of current members, as the District's budget allows.

III. MEDICAL, DENTAL, AND VISION INSURANCE:

- A. A group medical, dental, and vision insurance plan is provided for career full-time members.
 - 1. The District-provided medical plan is a High-Deductible Health Plan (HDHP).
 - 2. The District-provided HDHP makes the group eligible for a Health Savings Account (HSA), allowing for tax-deferred contributions by both employers and members.
 - 3. The District pays 100% of member premium and Out of Pocket (OOP) cost and 70% of family premium and family OOP cost. District contributions to OOP will be deposited into the members' HSA account up to the statutory maximum.

- a. The District will pay 100% of Medicare eligible member premiums and 70% of Medicare eligible family members' premiums (not to exceed the District premium cost in lieu of other medical premiums).
 - 4. With written documentation of having health care coverage, a member may opt out of any part of the District-provided health care. If a member opts out of the District-provided health care, the member may still be eligible for HSA contributions.
 - 5. The Internal Revenue Service (IRS) sets annual limitations on HSA contributions. It is the responsibility of the member to ensure they do not exceed the allowable contributions.
 - 6. Details on coverage, HSA, and other benefits are available from the Office Manager and/or the Fire Chief.
 - 7. The terms, conditions, coverage, cost, and benefits of medical, dental, and vision insurance will be reviewed periodically by management and, in consultation with members, may be subject to change.
- B. Reserve/volunteer members are not eligible to medical, dental or vision insurance coverage.

IV. CONTINUATION OF GROUP HEALTH BENEFITS (COBRA):

- A. In compliance with the federal mandates of COBRA (Consolidated Omnibus Budget Reconciliation Act), the District offers continuation of group health benefits and offers qualifying members and their dependents an extension of their health benefits.
- B. Should a member and/or the member's dependents lose coverage of group health insurance due to separation of employment or a reduction in hours to less than full-time, they may be eligible for continuation of coverage. Should the member's spouse and/or dependents lose coverage due to the death of the member, divorce/legal separation, the eligibility for Medicare, or loss of dependent status, the spouse and/or dependents may be eligible for continuation of coverage. The duration of the continuation period is dependent upon the qualifying event.

- C. Should the member and/or the eligible dependents elect to continue coverage as members of the District's plan, they shall be charged 100% of the entire premium.
- D. Premiums are subject to change based upon rates being charged to the District.
- E. Continuation of COBRA coverage may end in the event of any of the following:
 - 1. Failure to make timely payments of all premiums.
 - 2. Assumption of coverage under another group plan or Medicare entitlement.
 - 3. Termination of the District's group health insurance.
 - 4. COBRA extension expired.
- F. Members facing a qualifying event under COBRA are encouraged to contact the Office Manager or the Fire Chief to obtain detailed information regarding one's rights to continuation of benefits.



Pine-Strawberry Fire District Compensation & Benefits 4.14

Subject: Workers' Compensation

Page: 1 of 2

Board Approval Date: 12/21/2023

Effective Date: 01/04/2024

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. POLICY:

The Pine-Strawberry Fire District (PSFD) policy is to provide workers' compensation insurance to members for injuries or illnesses related to duty performance.

II. PURPOSE:

The purpose of this policy is to provide insurance for work-related injury and illness in accordance with The Workers' Compensation Act.

III. WORKERS' COMPENSATION INSURANCE:

- A. All career, reserve, and volunteer members are covered.
- B. The Pine-Strawberry Fire District Fire Board may, at its discretion, provide supplemental disability coverage to any of the classes of members.
- C. At the District's discretion, members claiming workers' compensation benefits may be required to undergo medical examination by a provider designated by the District (or its agent).
- D. Generally, such medical examinations will be coordinated by the Fire Chief, who may confer with the member's physician to aid in determining a person's ability to work.

- E. Final decisions regarding suitability for a work assignment are the responsibility of the Fire Chief.
- F. Career members who are collecting workers' compensation benefits due to a District related disability may choose to receive a regular paycheck from the District including all deductions, contributions, etc.
 - 1. Members who choose to do so must remit any and all workers' compensation wage reimbursements to the District.
 - 2. Reserve/volunteer members who do not receive regular pay amounts are not eligible to sign over workers' compensation benefits in return for a regular paycheck unless required by law.

IV. PROCEDURE:

- A. The member will immediately notify the supervisor (or in the supervisor's absence, another member of management) of any work-related illness or injury. The member and supervisor must both complete and sign a "Supervisor's Report of Industrial Accident" form and submit it to the administration office within 7 calendar days.
- B. The member shall be given a form to present to the individual or facility where the member is to receive medical treatment.
- C. The supervisor shall also complete the "Supervisor's Investigation" segment of the form, as directed in the instructions. The supervisor shall obtain pertinent information about the accident, illness, or injury, noting injury details, unsafe acts and conditions, witness statements, and remedies to prevent similar occurrences in the future.
- D. The District shall notify the workers' compensation carrier and provide any necessary reports, as required by law.
- E. Subsequent to the District filing the claim report, the workers' compensation carrier shall send forms directly to the member for completion and submission as necessary in order to process payments.



Pine-Strawberry Fire District Compensation and Benefits 4.15

Subject: Short-Term Disability

Page: 1 of 2

Board Approval Date: 03/18/2024

Effective Date: 04/02/2024

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. PURPOSE:

To provide benefits to Pine-Strawberry Fire District (PSFD) members (or their designated beneficiaries) in the event of a disability or death.

II. POLICY:

It is the policy of Pine-Strawberry Fire District (PSFD) to provide Short-Term Disability and Accidental Death and Dismemberment coverage for all full-time members.

III. SCOPE:

This policy applies to all full-time members of Pine-Strawberry Fire District (PSFD).

IV. GUIDELINES:

- A. PSFD shall pay the entire premium for a term life insurance policy offered to full-time members. Additionally, the member has the option to elect supplemental life insurance for themselves or eligible dependents.
- B. Supplemental life insurance, Accidental Death and Dismemberment, and short-term disability insurance benefits are offered as optional to the member and eligible dependents.
 - 1. The premiums for the supplemental life insurance shall be paid by the member via payroll deduction.

- C. The Accidental Death and Dismemberment policy (life insurance policy) shall provide cash benefits to offset costs and loss of income in the event of a covered accident.
- D. Short-term disability insurance shall provide partial income protection in the event a member suffers a qualifying disability that renders them unable to perform job duties.
- E. PSFD also provides all suppression members with a cancer insurance policy at no cost to the member.
- F. A detailed plan summary of each of these insurance benefits is available in the Administration Office.



Pine-Strawberry Fire District Compensation and Benefits 4.16

Subject: PEHP

Page: 1 of 1

Board Approval Date: 03/18/2024

Effective Date: 04/02/2024

Revision Approval Date: 04/17/2025

Revision Effective Date: 05/02/2025

Board Chair Signature & Date:

I. PURPOSE:

To establish guidelines for Pine-Strawberry Fire District (PSFD) member's post-employment health plan.

II. POLICY:

It is the policy of Pine-Strawberry Fire District (PSFD) to provide a post-employment health plan for full-time members.

III. SCOPE:

This policy applies to all full-time members who meet the criteria stated in the post-employment health plan document.

A. Reserve members are not entitled to post-employment health plan.

IV. GUIDELINES:

A. A post-employment health plan is mandatory for all full-time members of Pine-Strawberry Fire District (PSFD).

B. Contributions will be made each pay period according to the guidelines laid down for the member's chosen contribution level.

C. Full-time members registering for the post-employment health plan may choose to contribute at one of three levels.