

SILVERTON FIRE DISTRICT



MEMBER HANDBOOK

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INTRODUCTION

OUR HISTORY

The Silverton Fire District (District), then known as "Eagle Hook and Ladder No. 1", was formed May 1, 1883. Over the years the organization has changed many times. The Silverton Rural Fire Protection District was formed in 1946 and contracted for fire protection from the City of Silverton in 1947. In 1982, the decision was made to consolidate the City and Rural District into one District. In 1992 the District merged with Scott's Mills Fire District. Currently the District protects approximately 106 square miles with 5 stations and an average of 70 volunteer firefighters.

GOVERNANCE

The Board of Directors is the legal governing body of the District. The Board is made up of five (5) members elected by popular vote of the citizens of the District. Each member serves a four (4) year term and meet once a month on the second Tuesday. Board meetings are general public meetings and may be attend if you so choose. The Board sets policy for the District, monitors expenses, and hires the Fire Chief.

Both volunteers and paid staff work under the direction of the Fire Chief.

MISSION STATEMENT

Silverton Fire District is dedicated to effectively and efficiently:

- Preserve and protect life and property from fire through prevention and suppression.
- Reduce the adverse effects of injury and sudden illness through quality emergency medical services.
- Provide necessary services during natural and manmade disasters.
- Respond to the community as requested in the spirit of the fire service.

ABOUT THIS HANDBOOK

(The section applies to all members)

Instead of “employee” and other derivatives of “employee”, this handbook uses the term “member, members, and membership” to refer to paid staff members and volunteers and generally applies to all paid staff members, as well as volunteers of the District. However, certain provisions of this handbook do not apply to volunteers and some portions do not apply to paid staff. These sections will clearly describe which member group it pertains to.

This member handbook has been prepared to provide you with general guidelines on what the District expects from you and what you can expect from the District. The handbook is designed to inform you of information relating to compensation, safety, attendance, member benefits and other general member information. We realize that we cannot answer every question in this format, so as questions arise, please ask the Fire Chief or your supervisor.

The information in this handbook is applicable in most situations, but the District reserves the right to interpret the wording in the handbook and to evaluate and make personnel decisions it considers to be the most appropriate under the circumstances. The handbook may be changed by the District from time to time. When that happens, the District will, if possible, try to give its members advance notice of such changes.

Neither this handbook nor any other organizational document confers any express or implied contractual right to remain as a Fire District member, nor does it guarantee any fixed terms or conditions of your membership.

CIVIL SERVICE

(The section applies to paid staff)

As defined and identified in Oregon Revised Statute(s), Silverton Fire District has adopted and implemented provisions of Civil Service that affect certain paid staff members of the District. The full list of District positions exempt from the Civil Service Rules can be found in Rule IV, Section 2, of the District's Civil Service Rules.

Civil Service Rules that have been implemented by the Fire District are in place for the following reasons:

- To establish a system of personnel administration based on merit principles and scientific methods, governing the appointment, tenure, promotion, layoff, removal and discipline of its officers and employees, and other incidents of employment, and to provide an exemption from ORS 242.702 through 242.824 as provided in ORS 242.704;
- To promote and increase economy and efficiency;
- To establish and maintain a uniform plan of classification based upon the relative duties and responsibilities of positions in the service of Fire District;
- To provide an equal opportunity to all qualified persons to gain employment on a basis of demonstrated merit and fitness to be ascertained by open recruitment and competitive examinations;
- To develop a program of recruitment and advancement that will make a career in the District service attractive to persons who possess both ability and integrity.

It is the responsibility of the affected paid staff member to understand the Civil Service Rules and apply these rules when/if they feel it is appropriate to do so.

To obtain and/or view the Civil Service Rules adopted by the Silverton Fire District, please visit the District's web site at www.silvertonfire.com.

DISTRICT STANDARDS

DISTRICT & MEMBER RELATIONSHIP

(The section applies to all members)

All paid staff members and volunteer members are “at-will”. This means that the paid staff members or volunteer members may be terminated at any time and for any reason, as long as the reason is not in violation of the law. This handbook is not intended to be a contract. The policies, procedures and any benefits in the handbook are merely guidelines that the District may modify, change or terminate at any time. The District reserves the right to interpret the handbook and make decisions appropriate under the circumstances.

Sometimes the District enters into agreements with certain members. In those instances where there is a contractual agreement, the agreement will generally provide the terms. In the event of an express conflict between this handbook and an agreement, the terms of the agreement will prevail.

Equal Employment Opportunity

Silverton Fire District is an equal opportunity employer and does not discriminate on the basis of race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, genetic information or any other classification protected by law.

AMERICANS WITH DISABILITIES ACT

(The section applies to all members)

Silverton Fire District will make reasonable accommodations for known physical or mental disabilities of an applicant or District member as well as known limitations related to pregnancy, childbirth or a related medical condition, such as lactation, unless the accommodation would cause an undue hardship. Among other possibilities, reasonable accommodations could include:

- Acquisition or modification of equipment or devices;
- More frequent or longer break periods or periodic rest;
- Assistance with manual labor; or
- Modification of work schedules or job assignments.

District members and job applicants have a right to be free from unlawful discrimination and retaliation. For this reason, Silverton Fire District will not:

- Deny membership opportunities on the basis of a need for reasonable accommodation;
- Deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship;
- Take an adverse action, discriminate or retaliate because the applicant or District member has inquired about, requested or used a reasonable accommodation;
- Require an applicant or a District member to accept an accommodation that is unnecessary;
- Require a District member to take family leave or any other leave, if the Fire District can make reasonable accommodation instead.

To request an accommodation or to discuss concerns or questions about this notice, please contact the Fire Chief, Assistant Chief or the Office Administrator immediately.

HARASSMENT

(The section applies to all members)

Silverton Fire District will not tolerate discrimination, harassment, or retaliation. Conduct by any paid staff member, elected official, board or commission member, volunteer, resident volunteer, supervisor, customer or member of the public that harasses, disrupts, or interferes with members work performance or which creates an intimidating, offensive, or hostile work environment. All forms of harassment are prohibited. We want to maintain a working environment free from all forms of harassment, whether based upon race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other legally protected characteristic or status. Retaliation associated with a complaint of harassment is also prohibited.

Members found to be participating in any form of job-based harassment or retaliating against any other member shall be subject to disciplinary action up to and including termination from the Fire District.

Definitions

- Verbal Harassment- Epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments on the basis of race, religion, color, sex, age, national origin, physical or mental disability, marital or familial status, political affiliation, sexual orientation, veteran status, or membership in any other group protected by law, whether made in general, directed to an individual or to a group of people regardless of whether the behavior was intended to harass will not be tolerated. This includes but is not limited to inappropriate sexually-oriented comments on appearance, including dress or physical features, sexual rumors, and race-oriented stories.
- Physical Harassment- Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement when directed at an individual on the basis of race, religion, color, sex, age, national origin, physical or mental disability, marital or familial status, political affiliation, sexual orientation, veteran status, or membership in any other group protected by law. This includes pinching, patting, grabbing, inappropriate behavior in or near Silverton Fire District facilities or facilities where Silverton Fire District events are being conducted, or making explicit or implied threats or promises in return for submission to physical acts.
- Visual Forms of Harassment- Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, notes, bulletins, drawings or pictures on the basis of race, religion, color, sex, age, national origin, physical or mental disability, marital or familial status, political affiliation, sexual orientation, veteran status, or membership in any other group protected by law. This applies to posted material and/or material maintained in or on Silverton Fire District equipment or personal property in the workplace.
- Sexual harassment- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes, or innuendoes; nude, profane, or obscene cartoons, drawings, or photographs; whistling; staring; and inappropriate touching are not tolerated at Silverton Fire District.

Cell phone use, including text messages and other similar electronic communications, can also be considered harassing behavior. This includes but is not limited to inappropriate sexually-oriented comments on appearance, including dress or physical features, and sexual rumors.

Sexual harassment or assault is also a form of harassment. The following conduct is considered to be sexual harassment;

- Submission to the conduct is in any way deemed to be a term or condition of employment;
- Submission to or rejection of the conduct is used as a basis for employment-related decisions; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual Assault is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled using physical force, manipulation, threat, or intimidation.

Reporting Incidents of Harassment

The use of this procedure is limited to complaints related to discriminatory workplace harassment on the basis of race, religion, color, sex, age, national origin, physical or mental disability, marital or familial status, political affiliation, sexual orientation, veteran status, or membership in any other group protected by law.

If any person feels they are the victim of any form of harassment, they should inform the person(s) participating in this behavior that he/she finds it offensive. This one-on-one confrontation has been demonstrated to be an effective way to end harassing behaviors. If the inappropriate behaviors do not stop, the offended member can initiate the complaint process as described below. Because confrontation is difficult for some people and because of the complex nature of harassment, members are not required to confront an offending party prior to initiating this complaint procedure.

A). Filing a Preliminary Complaint

Any applicant, contractor, vendor, customer, or member who alleges to be a victim of discriminatory workplace harassment should contact the Fire Chief or designee, either verbally or in writing, within ten (10) calendar days or within four years of the alleged incident. In the event the complaint is against the Fire Chief, the complaint must be submitted to the Board President verbally or in writing within ten (10) calendar days or within four years of the alleged incident.

B). Review of Preliminary Complaint

Individuals who believe they have been the victims of conduct prohibited by this handbook or believe they have witnessed such conduct should direct a complaint to the Assistant Fire Chief. Upon notification of a harassment complaint, the Fire Chief or designee has ten (10) calendar days to conduct an initial investigation to make a preliminary determination as to whether there is merit to the complaint. If no merit is found, the Fire Chief or designee may still meet with the parties involved to attempt to conciliate the complaint or conflict between the parties. In the case of a complaint filed

against the Fire Chief, the Board President will conduct the initial investigation to make a determination.

C). Formal Complaint

If after an initial investigation is conducted, there is no resolution and/or no conciliation of the preliminary complaint, a formal written complaint can be filed by the complainant. This written complaint must document the event(s), associated date(s), potential witnesses, and must be signed and returned to the Fire Chief within five (5) days or within four years of the alleged incident. Upon receipt of the formal written complaint, the Fire Chief or designee will contact the alleged harasser(s) who will be informed of the basis of the complaint, will be given a copy of the written complaint, and will be provided an opportunity to respond. The response shall be in writing, addressed to the Fire Chief and received by the Fire Chief, within ten (10) calendar days after being notified of the complaint. Concurrently, a formal investigation of the complaint may be commenced. The same process will be observed by the Board President for any formal complaints made against the Fire Chief.

D). Review of Response and Findings

Upon receipt of the response, the Fire Chief may further investigate the formal complaint. Such investigation may include interviews with the complainant, the accused harasser(s) and any other persons determined by the Fire Chief to possibly have relevant knowledge concerning the complaint. This may include other victims of similar conduct. Factual information gathered through the investigation will be reviewed to determine whether the alleged conduct constitutes harassment, giving consideration to all factual information, the totality of the circumstances including the nature of the verbal, physical, visual or sexual conduct and the context in which the alleged incident(s) occurred. The results of the investigation and the determination as to whether harassment occurred shall be final and binding and will be reported to appropriate persons including the complainant and the alleged harasser(s) within twenty (20) calendar days from the receipt of the response. Following receipt of a complaint or concern, management will follow-up every three months for one year to ensure no further concerns or retaliation are experienced. If a member would like the follow-up to discontinue the follow-up process a request must be submitted in writing to the Fire Chief.

The District shall create a file containing records of all complaints, interviews, and materials related to each alleged incident of workplace harassment. The District shall maintain such records in accordance with the Oregon Public Records Law under ORS 192.311 to 192.478.

The same process will be observed by the Board President for any formal complaints made against the Fire Chief.

External Complaint Procedure

The District encourages concerns or complaints are brought to the District; however, this may not be the choice of the member. Please reach out to the preferred choice to determine the appropriate timelines.

Oregon Bureau of Labor and Industries, (BOLI) complaint resolution process under ORS 659A.820 to 659A.865. An employee (member) must file a complaint under ORS 659A.820 with BOLI within five (5) years of the alleged harassment. If BOLI concludes that a violation occurred, potential administrative remedies include enforceable settlement agreements, cease and desist orders, and imposition of civil penalties on the party responsible for the violation. More information is available at the following web address:

- Oregon Bureau of Labor and Industries at the following web address:
https://www.oregon.gov/boli/CRD/Pages/C_Crcompl.aspx

Civil or Criminal Action: In these circumstances, a Notice of Claim must be provided in accordance with ORS 30.275 alleging a violation of ORS 659A.030, 659A.082, 659A.112, or SB 479 Section 4 within five (5) years of the alleged violation. Potential judicial remedies for a successful action under ORS 659A.885 include injunctive relief, equitable relief as the court deems appropriate, compensatory or punitive damages, and imposition of civil penalties on the party responsible for the violation. More information is available at the following web address:

Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.

Member Agreements

No member will be required or invited to sign an agreement requiring the non-disclosure of information related to discrimination or sexual assault as a condition of membership, continued membership, promotion, compensation or the receipt of benefits. A member may request this type of agreement and, upon request, will be provided at least seven (7) days to change their mind.

Additional Member Support Services

Members may choose to use other support services throughout and following instances related to concerns and complaints. The District provides the following for additional assistance:

- Public Safety EAP
(888) 327-1060
publicsafetyEAP.com

Disciplinary Action

If harassment is determined to have occurred, the Fire Chief, or Board President for complaints filed against the Fire Chief, shall take prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense, up to and including termination from the Fire District. If discipline is imposed, the nature and extent of the discipline will not be divulged to the complainant.

Retaliation

Retaliation in any manner against a person for filing a harassment charge or initiating a harassment complaint, testifying in an investigation, providing information or assisting in an investigation, is expressly prohibited and subject to disciplinary action up to and including termination. The Fire Chief will take reasonable steps to protect the victim and other potential

victims from further harassment, and to protect the victim from any retaliation as a result of communicating the complaint.

Confidentiality

Confidentiality will be maintained to the fullest extent possible in accordance with applicable Federal, State and local law.

False Complaints

Any complaint made by a member of the Silverton Fire District regarding job-based harassment which is conclusively proven to be false, shall result in discipline of the complainant up to and including termination. This section is not intended to discourage members from making complaints regarding job-based harassment. However, false complaints adversely impact the workplace and the career of the accused, even when disproved, and will not be tolerated.

MEMBERSHIP

(This section may apply to paid staff &/or volunteers)

It is our goal to fill vacancies with the most qualified applicants, whether recruiting internally, externally, or in utilizing both options. Job applicants will be considered on an equal basis for all positions without regard to sex, age, race, color, religion, national origin, marital or veteran status, sexual orientation, gender identity, genetic information, a physical or mental disability, or any other characteristic protected under applicable law, including Veterans' Preference.

Our goal will always be to select the most qualified person for each available job.

Classifications (Paid Staff & Volunteers)

The District has developed regular work schedules to ensure consistency in service and to give members assurances of regular working hours. Members may be considered full-time or part-time, temporary, or a volunteer as described below:

Full-time: For full time paid staff members, the work week consists of forty (40) hours as scheduled by the Fire Chief or his/her designee. Other schedules may be allowed, if of mutual benefit to the District, as long as it consists of forty (40) hours in any seven (7) day period. Full time paid staff may also be defined as 173.33 hours in the pay period.

Full time paid staff members may be eligible for all leaves and benefits as defined in this handbook and eligible for step increases.

3/4 time: For three quarter time paid staff members, the work week consists of thirty (30) hours or less, but more than twenty (20) hours as schedule by the Fire Chief or his/her designee. Only paid staff members assigned by the Fire Chief are eligible for this schedule. Three quarter time may also be defined as 120 hours in the pay period.

Three quarter time paid staff members may be eligible for all leaves and benefits as defined in this handbook on a pro-rated basis and eligible for step increases.

Part-time: For half time paid staff members, the work week consists of up to twenty (20) hours or less as scheduled by the Fire Chief or his/her designee. Only members assigned by the Fire Chief or his/her designee are eligible for this schedule. Half time may also be defined as 80 hours in the pay period.

Half time paid staff members are not eligible for step increases, leaves or benefits except for those required by applicable federal and/or state law or specifically mentioned within the Benefit section for this class of members.

Temporary: From time to time, the District may find it necessary to hire temporary paid staff members. Temporary members are paid for the hours they work. Temporary staff and paid volunteers who work over forty (40) hours in a

workweek are eligible to be compensated at 1.5 times his or her rate of pay. The Fire Chief or his or her designee must preapprove any overtime.

Volunteers who backfill for paid members deployed on conflagration and/or incident management teams shall be paid at the pay rate established by the Oregon Mobilization Plan. The pay rate will be identified as: Firefighter, Apparatus Operator or Officer (Engine Boss) depending on their capabilities as determined by the Fire District.

Temporary paid staff are not eligible for step increases, leaves or benefits except for those required by applicable federal and/or state law or specifically mentioned within the Benefit section for this class of members.

Volunteer: A individual who does not have a set schedule and performs the duties as described within the volunteer job description.

Volunteer members are not eligible for step increases, leaves or benefits except for those required by applicable federal and/or state law or specifically mentioned within the Benefit section for this class of members.

Probation (Paid Staff & Volunteers)

For paid staff and volunteers, the first day of work starts the probationary period and will last 365 days. The probation period may be extended by the Fire Chief or his/her designee at his/her sole discretion.

Paid staff members on probationary status will not be allowed to deploy for conflagrations, as a member of an incident management team or for any other any other type of deployment for emergency or non-emergency requests.

Exempt & Non-Exempt (Paid Staff)

Exempt and non-exempt paid staff members as defined in this specific portion of the handbook pertains to classification of the paid staff member according to federal and state wage and hour laws NOT in regards to Civil Service applicability.

Paid staff are further classified according to federal and state wage and hour laws as exempt or non-exempt, as defined below. Management will make the appropriate designation regarding the status for each new position or when a position changes substantially. If you are uncertain as to your status, ask your supervisor/manager.

Exempt

These are paid staff that is exempt from the overtime pay and minimum wage requirements under federal and state laws. Exempt staff include managers, executives, supervisors, professional staff and others who are generally paid a salary and whose duties and responsibilities allow them to be exempt under federal and state law.

Non-Exempt

These are paid staff members who is paid an hourly wage and whose job generally calls for a minimum wage and paid overtime as specified under state and federal laws.

RECORD KEEPING

(The section applies to all members)

Access to Personnel File

The Fire District maintains membership records for each member, and access to those records is restricted to authorized persons only. The records contain applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to membership. Authorized persons are individuals in a direct line of supervision over the member to whom the file applies, clerical staff, or any management representative determined by the Fire Chief or his/her designee.

Your membership file is available for review, except for any material exempt from disclosure under state law, by making advance arrangements with the Office Administrator.

Change in Personal Data

Keeping your personnel records current is very important. If you have changes in any of the following items of information, please notify the Administrative Assistant:

- Name
- Address
- Telephone number
- Dependents
- Beneficiary[ies]
- Person to be notified in case of emergency
- Job-related physical or other limitations that impact performance as described in your position description (contact your immediate supervisor)
- Other information having a bearing on your membership

A "Change in Personal Data" form is available for your use in reporting any changes in your personal information. Please see the Administrative Assistant for this form and return it to him/her after changes are made.

RELATIONS AND CONDUCT

WORKPLACE PROFESSIONALISM

(The section applies to all members)

While harassment due to a person's protected class is prohibited, so too is unprofessionalism, such as incivility, due to personality clashes or issues. We want our focus to be on customer service, productivity, and the ability for each member to flourish here. This makes it essential that our members treat each other and those with whom we serve with courtesy, respect, and consideration. Further, we require that members work cooperatively and constructively in resolving issues or problems on-the-job to foster satisfactory working relationships.

Silverton Fire District defines unprofessionalism as repeated or one-time behavior, which is inappropriate and which may be verbal, non-verbal, or physical; either direct or indirect which generally occurs at work but may also apply to off-site behavior exhibited by members that negatively impacts the working relationship. Such behavior, whether exhibited between co-workers, management and staff, vendors/customers, another outside party, or a member of the public, violates our handbook on how others should be treated while at the workplace or engaged in District operations.

Where an allegation of unprofessionalism is made, consideration of the intention will be given. The purpose of this handbook is to communicate to all members, including supervisors, managers, and executives, that Silverton Fire District will not, in any instance, tolerate unprofessional behavior. Members found to be in violation of this handbook will be subject to corrective action, up to and including termination.

We will consider the following examples as unprofessional; however, this is not considered a comprehensive list. Any actions that create the same or similar result will also be considered.

- Making comments on Facebook, texting, misuse of other forms of social media;
- Public humiliation in any form;
- Constant criticism on matters unrelated or minimally related to the person's performance or job description;
- Spreading rumors and gossip regarding individuals;
- Interfering with the ability of someone to perform job duties or consistently assigning menial tasks not central to the job;
- Taking credit for another person's ideas.

Any Silverton Fire District member who has experienced unprofessionalism should immediately report the behavior according to the reporting process outlined in our anti-harassment section. All reports will be investigated and addressed. Making false/baseless or malicious complaints of unprofessionalism will be regarded as a serious offense, which may also lead to corrective action, up to and including termination.

DRESS CODE (NON-UNIFORM)

(The section may apply to paid staff and/or volunteers)

Appearance (Paid Staff)

Supervisors have the discretion to determine appropriateness in appearance. Members who do not meet a professional standard may be sent home to change and may not be paid for that time off. Regardless of uniform use while on duty, a basic essential of appropriate dress includes the need for clothing to be neat and clean. When not in uniform, a reasonable standard of dress rules out overly-revealing clothing, tank tops, halter-tops, or any extreme in dress, accessory, fragrance, or hairstyle. For those who are working shift work that require overnight sleeping, minimum sleeping attire for male members shall consist of gym style shorts. Female members shall wear a sports bra and gym style shorts as a minimum. Appropriate attire will be worn when in areas accessible to the public.

Appearance (Volunteers)

Supervisors have the discretion to determine appropriateness in appearance. Members who do not meet a professional standard may be sent home to change. Regardless of uniform use while on duty, a basic essential of appropriate dress includes the need for clothing to be neat and clean. When not in uniform, a reasonable standard of dress rules out overly-revealing clothing, tank tops, halter-tops, or any extreme in dress, accessory, fragrance, or hairstyle. Members who sleep overnight must adhere to the following; minimum sleeping attire for male members shall consist of gym style shorts. Female members shall wear a sports bra and gym style shorts as a minimum. Appropriate attire will be worn when in areas accessible to the public.

ETHICS

(The section applies to all members)

All public officials are held accountable to the states Ethics laws found in ORS 244.

Public Officials

A public official includes anyone serving the State of Oregon or any of its political subdivisions or any other public body in any of the listed capacities, including as an “agent.” An “agent” means any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances. Upon membership with our District, you became a Public Official.

Gifts

During a calendar year, a public official, a candidate or a relative or member of the household of the public official or candidate may not solicit or receive, directly or indirectly, any gift or gifts with an aggregate value in excess of \$50 from any single source that could reasonably be known to have a legislative or administrative interest.

Use of Official Position or Office

A public official may not use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment for the public official, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official’s holding of the official position or office.

Except:

- Any part of an official compensation package as determined by the public body that the public official serves;
- The receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042 (Honoraria);
- Reimbursement of expenses;
- An unsolicited award for professional achievement;
- Gifts that do not exceed the limits specified in ORS 244.025 (Gift limit) received by a public official or a relative or member of the household of the public official from a source that could reasonably be known to have a legislative or administrative interest;
- Gifts received by a public official or a relative or member of the household of the public official from a source that could not reasonably be known to have a legislative or administrative interest;
- The receipt by a public official or a relative or member of the household of the public official of any item, regardless of value, that is expressly excluded from the definition of “gift” in ORS 244.020 (Definitions);
- Contributions made to a legal expense trust fund established under ORS 244.209 (Application to establish fund) for the benefit of the public official.

A public official may not solicit or receive, either directly or indirectly, and a person may not offer or give to any public official any pledge or promise of future employment, based on any understanding that the vote, official action or judgment of the public official would be influenced by the pledge or promise.

A public official may not attempt to further or further the personal gain of the public official through the use of confidential information gained in the course of or by reason of holding position as a public official or activities of the public official.

A person who has ceased to be a public official may not attempt to further or further the personal gain of any person through the use of confidential information gained in the course of or by reason of holding position as a public official or the activities of the person as a public official.

A person may not attempt to represent or represent a client for a fee before the governing body of a public body of which the person is a member. This subsection does not apply to the person's employer, business partner or other associate.

The provisions of this section apply regardless of whether actual conflicts of interest or potential conflicts of interest are announced or disclosed under ORS 244.120

Financial Interest in Public Contracts

A person who ceases to hold a position as a public official may not have a direct beneficial financial interest in a public contract for two years after the date the contract was authorized.

You are required to inform the District of any activity that is ongoing or planned that may be or is a conflict with these laws. We will work with the State Ethics commission to determine the appropriate steps for resolution.

Failure to meet these standards will result in investigation and, depending on the outcome, result in discipline up to and including separation.

Political Activity

Participation in any political activity while at work is prohibited (including breaks and lunch); you are considered "at work," as long as you have your uniform on. You may, while at work, express personal political views by wearing buttons, placing bumper stickers on your personal vehicle and advise persons that an election is pending and encourage them to vote.

CONFIDENTIALITY

(The section applies to all members)

District & Citizens

At the Silverton Fire District, paid staff and volunteers have access to highly confidential information. Citizens trust us with confidential information and disclosing this information without authorization can have a materially adverse impact on our integrity and on our relationships with our customers. District members must not disclose confidential information pertaining to the Fire District or information retained about citizens without prior explicit approval of their managers/supervisors and must sign a form stating such. The Oregon Public Record Law will be followed at all times.

District Member Information

The Fire District's philosophy is to safeguard personal member information in its possession to ensure the confidentiality of this information. Additionally, the Fire District will only collect personal information that is required to pursue its operations and to comply with government reporting and disclosure requirements. Personal information collected by the District includes member names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, date of birth, member eligibility data, benefit plan enrollment information, which may include dependents' personal information, and school/college or certification credentials. All inquiries, including reference check records, as well as former member files are maintained in locked, separate areas and are not used by the District in the course of business operations.

Personal member information will be considered confidential and, as such, will be shared only as required and with those who have a need for access to such information. All hard copy records will be maintained in locked, secured areas with access limited to those who have a need for such access.

If a District member becomes aware of a breach in maintaining the confidentiality of any personal information, the member should report the incident to their supervisor immediately. The supervisor will immediately notify the Fire Chief for further action.

WORKPLACE RULES & ETIQUETTE

(The section applies to all members)

All members will conduct themselves honestly, professionally and courteously with respect for their public-service position. In matters not covered by the handbook, conduct shall be governed by ordinary rules of good behavior and members shall not act in a manner tending to bring reproach or discredit to the District. Members should put forth their best appearance and while in uniform, should pay particular attention to its neatness and general appearance.

Courtesy and common sense should always prevail. The following work rules are not all-inclusive, but serve as guidelines to demonstrate the work behaviors considered important to the Fire District:

- You are expected to regard the Fire District property with respect and attention. Our records, equipment, and property are to be treated carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their maintenance, appropriate use, and accuracy;
- You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by the Fire District or by outside regulatory bodies;
- You are expected to conduct yourself in a professional manner, exhibiting a high regard for citizens, vendors, business associates, and for other District members.

WHISTLEBLOWER PROTECTIONS

(The section applies to all members)

Silverton Fire encourages any members with knowledge of an illegal or dishonest activity to report it to the Fire Chief immediately. All such issues will be promptly investigated with the intent to determine fault and institute any appropriate corrective measures.

If a member has knowledge of or a concern of illegal or dishonest fraudulent activity, the member should immediately contact the Fire Chief. The member must exercise sound judgment to avoid baseless allegations. A member who intentionally files a false report of wrongdoing will be subject to corrective action, up to and including termination.

Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. Although someone's identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their due course, the privacy of the individual making the report will be protected to the extent possible.

The Fire District will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse action such as termination, compensation decreases, or poor work assignments as well as threats of physical harm. Any whistleblower who believes retaliation has occurred must contact the Fire Chief immediately. The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Fire Chief who is responsible for investigating and coordinating corrective action.

CHAIN OF COMMAND & ORGANIZATIONAL CHART

(The section applies to all members)

The chain of command refers to a hierarchy of reporting relationships – from the bottom to the top of an organization and who must answer to whom. The chain of command not only establishes accountability, it lays out lines of authority and decision-making power. A proper chain of command ensures that every task, job position and department have one person assuming responsibility for performance. The chain of command is a vital component of the Fire District.

With few exceptions, one being Board Policy 105, using the chain of command is not discretionary. In order to conduct administrative “day-to-day” activities as well as response to calls for service and training, there must be two modes of chain-of-command structure; Administrative and Operational. The organizational chart directly reflects our administrative chain-of-command. The National Incident Management System (NIMS) outlines our operational chain-of-command. Utilizing the proper chain-of-command is one of the most important components of the communications piece of both the operations and the administration of our Fire District. The District organizational chart is attached to this handbook as ATTACHMENT A.

Operations (NIMS)

We train on the use of the incident command system (ICS) on a very frequent basis. Unity of command (one supervisor during an event or training) is the crucial component. When on calls or during training, your position will be one of two positions; supervisory (in charge of a crew, company, group, being the Incident Commander, etc.) or non-supervisory, i.e.: “worker bee”. Regardless of your rank, position (paid or volunteer), or your experience, you must adhere to the ICS chain-of-command.

Administrative

It is important that the organizational chart is followed. Unless you are in full compliance with a District written rule (policy, handbook, contract) duty assignments, and/or other administrative “day-to-day” duties in nature will be addressed utilizing this organizational chart. This includes both the paid staff and the volunteers; the hierarchy must be adhered to for smooth operation of the District.

The chain of command relies on directives being given and followed. Unless it is a violation of law, board policy or creates an immediate safety hazard, directives must be followed. Failure to follow directives may subject the person to disciplinary action.

Directives can be formal or informal in nature.

Formal Directives

These directives are typically administrative in substance and are usually put into a written document for review or a document which gives an overview of a verbal directive, i.e.; a discussion takes place with a Battalion Chief in regards to the changes that need to be made in the Support group and an email is then sent to the Battalion Chief with a brief summary of the directive.

Informal Directives

These directives are usually verbal in nature and may be issued when the directive has a short duration period. i.e.; a command is given over the radio during a call for service, or being told to get certain duties completed by the end of the day, etc.

COMMUNICATION AND SOFTWARE SYSTEMS

(The section applies to all members)

All communications done through the District are discoverable under applicable federal and state laws.

Electronic Communications Systems

The Silverton Fire District provides electronic communication systems to maintain superior communications both within the District and with outside clients and vendors. You are encouraged to learn about these tools and how to use them. This handbook provides directions for you regarding access and disclosure of information when using these communication systems. All members and others outside the District who may use the systems are expected to be aware of and support this handbook.

Our electronic communication systems include computers, software, electronic mail (e-mail), copiers, fax machines, telephones, cell phones, voice mail, messengers, and various online services. All of these systems are operated and managed based upon this handbook.

These systems and any other informational, storage, or retrieval services that the District provides are organization tools and are to be used for business purposes only during business hours. Use of company systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

The use of these systems is not private or confidential. Within the bounds of current and future laws, the District reserves and intends to exercise the right to review, audit, intercept, access, and search these business systems at will, monitor data and messages within them at any time and for any reason, and disclose selected contents without notice or other restrictions. Messages sent through these systems remain the property of the District.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. You are expected to carefully compose and review the wording, tone, and content of your communications before transmission.

You should check with your supervisor if you have any questions about the proper use of communication or software systems. All system users who discover violations of this handbook are expected to notify their supervisors or managers immediately. Improper use or violation of the electronic communications system can result in corrective action, up to and including termination.

Electronic Mail System

You are reminded to be courteous to other users of the e-mail system and to always conduct yourself in a professional manner. E-mail messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. You should write e-mail communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on District letterhead.

You should know that even when a message is erased through e-mail, it is still possible to retrieve and read that message. Even though the District reserves the right to retrieve and read any e-mail messages, those messages are to be treated as confidential by other members and accessed only by the intended recipient. We expect members to respect others' privacy and not retrieve or read electronic messages for which they are not the intended recipient unless authorized. The use of passwords for security does not guarantee confidentiality.

Mobile Devices

Allowing Remote Wipe Provisions/Data Liability

If you are connected to the District's server, understand that making this connection via a mobile device may compromise the privacy of certain sensitive information. Confidential electronic information, including personally identifiable information, must be protected to prevent it from being exposed if the device on which the information was accessed is lost or stolen. In order to protect this information, the District retains the right to delete data and applications from any device that contains the District's information. This right to delete such information may be exercised remotely or on-site if the District determines such action is necessary to protect confidential, sensitive, or proprietary information. Please understand that in downloading any such information to a personal mobile device, you are consenting to the District's ability to delete this information at any time. This section covers mobile devices such as smart phones, tablets, laptops, and any similar devices. Please ensure that you regularly sync any personal data [e.g., applications, information, photos] to another device/computer for safekeeping, as the wipe command does not differentiate between business and personal information.

Obviously, it is critical that any loss or theft of a mobile device, including laptops, be immediately reported to your supervisor. Security of these devices should always include two (2) levels (*i.e.*, locked in a trunk if kept in a car; locked in a hotel safe, not left out in a hotel room; etc.) of safeguarding. Failure to ensure this minimum level of protection may leave a member responsible for the cost of the device or loss of company-related information addressed in this section, and further corrective action, up to and including termination.

Business Use

Members may use social networking websites to conduct District business, as long as such use is authorized and complies with the District's policies.

In the case that a social media account is set up for business purposes, the District has the right to review, edit, and delete content associated with the account. The District will have access to information associated with the account such as the username and password, and any content associated with the account will be considered the property of the District. If a member separates from Silverton Fire District, the organization has the right to assume control of this account.

Monitoring

While the District does not routinely monitor social networking sites, other organizations and individuals do monitor and share information found on social networking websites. Again, posted information is public information.

Protection

Social networking sites collect profile information for advertising opportunities and criminal reasons. Phishing (e-mail messages asking for username and passwords, etc.) and spamming are

two downsides. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your e-mail account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious; when in doubt, delete it. Viruses and spyware may damage the District's operating system, compromise data, or expose your privacy and that of others you communicate with via e-mail and social media sites.

Prohibited Conduct

Behavior and judgment in an electronic environment should mimic behavior in a physical setting. Members are expressly prohibited from posting content that is malicious, abusive, threatening, intimidating, coercing, profane, disruptive, discriminatory, or harassing. Defamatory statements are prohibited and members should be aware they are personally responsible for the legal consequences of such statements.

Nothing in this handbook should be interpreted as limiting a member's right to engage in legally protected speech or other activity. Failure to adhere to these standards and to use appropriate protocols will lead to further corrective action, up to and including termination.

Telephone Usage

Silverton Fire District realizes that members must occasionally make and receive personal telephone calls at work. Such calls must be kept to a minimum and should impact your work as little as possible. Unauthorized use of the telephone, including charging long distance calls to the District, will result in corrective action, up to and including termination.

The Silverton Fire District is a place of business and the phone should be answered and used accordingly. All District phones shall be answered with "Silverton Fire District may I help you?". Remember to be courteous and polite on the phone. If the person who the call is for is unavailable, please take a message. If you cannot answer the question the caller has, tell them that you will find the answer and call them back. Make sure you follow up.

Voice Mail System

The voice mail system at Silverton Fire District is the property of the organization and is provided for use in conducting District business. All communications and information transmitted by, received from, or stored in this system are District records and property of Silverton Fire District. The voice mail system is to be used for business only; use of the system for personal purposes is prohibited. You have no right to personal privacy in any matter stored in, created, received, or sent over the voice mail system. Silverton Fire District, in its discretion as owner of the voice mail system, reserves the right to monitor, access, retrieve, and delete any messages stored in, created with, received by, or sent over the system for any reason and without member permission. You are not authorized to retrieve or listen to any voice mail messages that are not sent to you.

Cell Phones

The District may provide/require a business cell phone for work-related communications. This phone is provided for business use only. Business cell phones are not to be used for purposes not related to work. Keep in mind that cell phone internet usage, phone records, voice mail, and text messages are not private and may be accessed. If a District provided phone is used for personal

business, any phone charges incurred by a member related to the personal usage will be the sole responsibility of the member.

Personal calls during the workday using personal cell phones can be distracting to others and can interfere with member productivity. Use of a personal phone for any reason should therefore be limited to breaks and lunches.

Any use of a cell phone while driving may present an unsafe condition for the driver, other members, and the general public. The District prohibits the use of cell phones while driving, except when hands-free accessories are used. While operating District apparatus or driving during an emergency situation, cell phone use, including hands-free, is strictly prohibited.

PERFORMANCE APPRAISAL (EVALUATIONS)

(The section applies to all members)

The performance appraisal is defined as the periodic process of identifying, evaluating and developing the work performance of members to help achieve the goals and objectives of the District. A set of member expectations and goals (position description) is used in the appraisal process.

Paid staff should be evaluated on an annual basis preferably on or near the member's hire anniversary date. The evaluator should be the member's immediate supervisor. The Supervisor will determine the method of evaluation, i.e.: self-evaluation, formal written evaluation by the supervisor or a combination of the two. The evaluation becomes a part of the member's personnel file.

Volunteers are evaluated twice while they are on probation. The first evaluation occurs just before the probationary member is released to respond on calls. The second evaluation occurs eleven months after their hire date. Volunteers may also be evaluated at the discretion of their supervisor. All evaluations become a part of the volunteer's personnel file.

DISCIPLINARY PROCESS

(The section applies to all members)

The Fire District is an “at will” employer. Any member may resign his/her position at any time for any reason. In return, subject to State and Federal laws (paid staff: property rights), the District may terminate any member at any time for any lawful reason, without cause and with or without notice. Rules for acceptable conduct of members are necessary for the orderly operation of the District and for the safety and protection of the rights of all members. Certain regulations and others which may be established are published to promote an understanding of what is considered unacceptable conduct and to encourage consistent action in the event of violations. A serious offence shall generally result in termination without prior warning.

Grounds for possible disciplinary action shall include, but not limited to, the following and may apply to off duty conduct as well:

- Violation of District Drug and Alcohol section as outlined in this handbook.
- Theft.
- Breach of discipline.
- Insubordination, insolence or disrespect.
- Misconduct.
- Conviction of a felony or misdemeanor involving and including moral turpitude.
- Accepting fees, gifts, or items of value while in the performance of the member’s official duties as described in applicable Oregon Ethics Laws.
- Being wasteful of material, property, or work time.
- Inability to get along with fellow members.
- Conduct unbecoming of a District member including Inefficiency, incompetency or inadequate performance.
- Neglect of Duty.
- Negligence.
- Willful giving of false information or withholding of information.
- Discourteous treatment of the public or fellow member.
- Disobedience of rules, instructions, or orders.
- Conduct detrimental to the trust of the District.
- Violence or threat of violence.
- Conviction of a crime for violating any law of this or any State or of the United States involving the illegal use, sale or possession of a controlled substance or substances.

As a member of the District, you are expected to comply with the District's rules, Operational Guidelines (O.G.), procedures, policies and administrative and/or operational directives. Any conduct which, in the determination of the District, violates District policies or rules or is detrimental to the interests of the District is grounds for discipline, up to and including termination. Examples include, but are not limited to violations of the safety rules, handbook, O.G.'s and policies. The District reserves the right to determine, in its discretion, the level of discipline. The District will generally follow a progressive discipline process, but may deviate from this process at any time at its discretion.

Complaint Procedure

Having a positive working relationship is vital in the fire service. However, problems and issues can and do arise. One on one problem solving is always preferred, but not required, when a problem arises at the work place. Those who do not attempt one on one problems solving must be able to articulate prudent reasoning why they could not or would not attempt to handle the problem with the individual. Complaints must be issued within 10 (ten) calendar days from the date of the incident.

It should be noted that if the complaint is in regards to harassment or discrimination, the member should refer to section IV of this handbook.

Minus the one-on-one problem-solving method, the following steps must be taken when a complaint cannot be handled one on one:

Complaints from volunteers regarding other volunteers-

1. Must be in writing and submitted to your immediate supervisor and must contain all relevant details of the complaint. Your immediate supervisor will then determine the seriousness of the issue and the proper response/action that will take place; i.e.: contact their immediate supervisor for input, mediate the issue, etc. The resulting decision must be documented in written form and forwarded to the Assistant Chief for filing or other disposition. Depending on the seriousness of the complaint, the supervisor may elect to contact the Assistant Chief or Fire Chief for input, investigation and/or action.
2. If after contacting your supervisor and the member does not believe the problem has been satisfactorily resolved, the written complaint may be submitted to the next higher person on the chain of command who will handle the situation as listed in number one (1) above. This process will continue until it is determined that additional action is needed or if the complaint has merit.

If the complaint is in regards to your immediate supervisor, the next person in the chain of command should be contacted.

Complaints from volunteers regarding paid staff-

1. Contact the Assistant Chief and detail to complaint to him/her in writing. The Assistant Chief will then determine the seriousness of the issue and the proper response/action that will take place; i.e.: mediate the issue, investigate the complaint for discipline, etc.
2. If after contacting the Assistant Chief and the member does not believe the problem has been satisfactorily resolved, the complaint may be submitted to the next higher person on the chain of command (Fire Chief) who will handle the situation as listed in number one (1) above.

If the complaint is in regards to the Assistant Chief, contact the Fire Chief and detail the complaint to him/her in writing. If the complaint is in regards to the Fire Chief, a written complaint must be submitted to the Board President.

Complaints from paid staff regarding paid staff-

1. Contact the Assistant Chief and detail to complaint to him/her in writing. The Assistant Chief will then determine the seriousness of the issue and the proper response/action that will take place; i.e.: mediate the issue, investigate the complaint for discipline, etc.
2. If after contacting the Assistant Chief and the member does not believe the problem has been satisfactorily resolved, the complaint may be submitted to the next higher person on the chain of command (Fire Chief) who will handle the situation as listed in number one (1) above.

If the complaint is in regards to the Assistant Chief, contact the Fire Chief and detail the complaint to him/her in writing. If the complaint is in regards to the Fire Chief, a written complaint must be submitted to the Board President.

Discipline

The District's progressive discipline process is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable member behavior and performance issues.

Volunteer Officers may discipline volunteer personnel who are subordinate to them. Volunteer Officers are limited in their scope of imposing discipline; they may issue oral warnings and oral reprimands without first consulting their immediate supervisor. Written reprimands may be issued only after consulting with their immediate supervisor and the Assistant Fire Chief and/or the Fire Chief.

With the exception of the Fire Chief and Assistant Chief, paid staff does not hold any disciplinary powers or responsibilities.

Outlined below are the steps of the District's progressive discipline process. It should be noted that the District reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the member's work record; the member's work status, and the impact the conduct and performance issues have on the District.

Progressive Discipline Process

- Oral warning or reprimand
- Written Reprimand
- Suspension without pay (suspension with pay is considered administrative leave and is not discipline nor is it subject to the appeal procedure)
- Demotion
- Termination

Copies of all communications involving disciplinary action will become a part of the member's personnel file.

Nothing in this handbook provides any contractual rights regarding member discipline or counseling, nor should anything in this handbook be read or construed as modifying or altering the employment-at-will relationship between Silverton Fire and its members.

Discipline Grievance Process

Only suspension, demotion and termination may be grieved using the following process:

Step 1:

Present your written grievance to the Fire Chief or his/her designee within ten (10) calendar days of the occurrence. The Fire Chief or his/her designee will respond within ten (10) calendar days.

The written grievance shall include:

- Name and position of the member who is filing the grievance.
- The date of circumstances giving rise to the grievance.
- A clear and concise written statement of the grievance, including relevant facts and witnesses.
- Remedy sought by the member.
- Signature of the member filing the grievance.

Step 2:

The Fire Chief, or his/her designee, shall meet with the member within ten (10) calendar days from receipt of the written grievance.

The Fire Chief, or his/her designee, will make the final decision and shall respond in writing within ten (10) calendar days of the meeting.

COMPENSATION

PAY ADMINISTRATION

(This section may apply to paid staff &/or volunteers)

Silverton Fire District values high quality work from its members. It is our intent to provide a competitive compensation package that will attract, retain, and motivate members.

Some of the benefits described in this subsection are available to paid staff members only, and are not available to volunteers. Some of the benefits in this section are available to both paid staff and volunteers. This will be noted with the title. The benefits and coverage levels may be amended at the District's sole discretion.

Timesheets (Paid Staff & Volunteers)

Each paid staff member is responsible to report his or her time worked on a District approved time sheet. Generally, timesheets are due on the 25th of each month. Should the 25th fall on a Saturday, the time sheet shall be turned in the preceding Friday. Should the 25th fall on Sunday the time sheet shall be turned in the following Monday (or Tuesday if the Monday is a holiday). The Office Administrator may alter the before-mentioned procedure as needed because of scheduling conflicts. Timesheets can be found on the District's website at www.silvertonfire.com under the Members Only tab.

Should a paid staff member work overtime, use sick time, use vacation, use floating holiday, use comp or flex time after the timesheet has been submitted, they shall contact the Office Administrator for pay and documentation options, i.e., the timesheet was turned in on the 25th and unscheduled overtime is worked on the 27th, the Office Administrator may be able to make immediate changes for payment on the established pay date or the time would be added to the next pay period, etc.

Each member must sign his or her timesheet. This timesheet will be turned in to the Office Administrator who will check it for accuracy. The Office Administrator will then forward the time sheet to the Fire Chief or his/her designee for approval before it can be processed. Late, missing or inaccurate time sheets can be cause for discipline. Electronically formatted District approved timesheets may be used.

Volunteers going on conflagration(s) or performing other approved work that is paid hourly must submit a timesheet as outlined above. This sheet will be turned in to the Office Administrator who will check it for accuracy. The Office Administrator will then forward the timesheet to the Fire Chief or his/her designee for approval before it can be processed. Late, missing or inaccurate timesheets can be cause for discipline.

Paydays (Paid Staff)

You will be paid once per month. Paydays are generally the last day of each month. If a payday falls on a Saturday, Sunday, or Holiday, paychecks and/or direct deposits will be distributed on the Friday prior to the established payday. Pay for deployments will typically be processed at the end of the month. However, members who return from deployment after the timesheet submission due date will be paid at the end of the following month. If a payday falls on a District holiday, you will receive your check on the last workday prior to the holiday.

Paydays (Volunteers)

You will be paid once per quarter for activities that qualify under the Fire District's Accountable Plan. Pay for deployments will typically be processed at the end of the month. However, members who return from deployment after the timesheet submission due date will be paid at the end of the following month. If a payday falls on a District holiday, you will receive your check on the last workday prior to the holiday.

Payroll Deductions (Paid Staff & Volunteers)

Certain mandatory and elective deductions which are made from member pay are noted on the earning statement. Gross earnings, deductions, and net salary will accompany each paycheck or notice of direct deposit. The only deductions made are those mandated by law or authorized by you in writing.

Pay Advances (Paid Staff & Volunteers)

Pay advances are not provided by the Silverton Fire District.

Delivery of Pay (Paid Staff & Volunteers)

Direct Deposit is the District's preferred method for issuing payroll payments to members. Members may choose to opt out of direct deposit by completing and signing Section E: Cancellation Statement of the Direct Deposit Form found on the District's website at www.silvertonfire.com under the Members Only tab and submitting to the Office Administrator.

Member Withholding Allowance Certificates (Paid Staff & Volunteers)

You are required to furnish Silverton Fire District with an Employee Withholding Exemption Certificate (W-4) at the time of hire. You may file a new W-4 form any time. When you submit an updated Form W-4, Silverton Fire District will implement the desired changes by the start of the first payroll period ending on or after the 30th day from the submission date. The District encourage members to seek tax advice if they have questions about withholding amounts. Withholding Exemption Certificate forms can be found on the District's website at www.silvertonfire.com under the Members Only tab.

Final Pay (Paid Staff & Volunteers)

Final pay for resignations, retirements, terminations, and layoffs will be processed per applicable law and may be processed using a paper check depending on the circumstances.

Dispute Resolution Process for Paycheck Errors (Paid Staff & Volunteers)

If you have any questions regarding your pay or believe a change to your pay is not accurate, please contact the Office Administrator.

Pay Scale & Longevity Pay (Paid Staff)

Effective July 1, 2022, paid staff shall be paid according to classification and rates of pay established in the attached document titled "Attachment B, Salary Step and Longevity Schedule". Volunteer years of service do not factor into the salary scale.

The District recognizes the importance of retaining members and the contributions to the organization they provide as senior members. Effective July 1, 2022, members shall be eligible for

the following longevity pay at each benchmark: 10 years – 3%, 15 years – 3%, 20 years – 3%. Longevity pay begins at the start of the member’s 10th, 15th, and 20th year. The percentage is calculated off the top step (Step 5) of the member’s held position and includes years of service as a Silverton Fire District full-time paid staff. Volunteer years of service do not factor into longevity wage increases.

HOURS OF WORK AND WORK SCHEDULES-PAID STAFF

(This section applies to paid staff)

Working Hours

The general office hours at Silverton Fire District are 8:00 a.m. to 5:00 p.m., Monday through Friday. If you are non-exempt paid staff, you should not begin work before your normal starting time or continue working beyond the normal quitting time without explicit advance approval from your supervisor.

Regular attendance and punctuality are essential for efficient operation. If you are unable to get to work on time, you must notify your supervisor as soon as you know your punctuality will be affected. Any unauthorized absence may be cause for disciplinary action.

The District has developed regular work schedule(s) to ensure consistency in service and give members assurances of regular working hours. Normal work shifts could be either a 40 hour a week schedule, or 24-on/48-off schedule. In some cases, hours may be longer as required to include callback for certain emergency calls while off-duty. Paid staff may be required to attend meetings or classes outside of normal work schedule. Overtime pay or compensatory time off is available for hours worked in this situation. The normal workday for those paid staff members as identified by the Fire Chief consists of eight (8) hours (40 hours per week).

Normal work shifts could be either a 40 hour a week schedule, or 24-on/48-off schedule. In some cases, hours may be longer as required to include callback for certain emergency calls while off-duty. You may be required to attend meetings or classes outside of normal work schedule. Overtime pay or compensatory time off is available for overtime hours worked.

The Fire Chief or his/her designee may alter working hours as needed for the benefit of the Fire District's operational and/or administrative needs.

Work Week

A work week consists of seven consecutive 24-hour periods that equal 168 total hours. The work week for the District begins on Sunday at 12:00 o'clock (midnight) and ends on Saturday at 11:59 p.m.

Overtime

Non-exempt members who work over forty (40) hours in a workweek, work more than 8 hours per day, if the workweek is five (5) days per week at eight (8) hours per day or work more than 10 hours per day, if the workweek is four (4) days per week at ten (10) hours per day, are eligible to be compensated at 1.5 times his or her regular rate of pay. The Fire Chief or his or her designee must preapprove any overtime.

Overtime will be compensated in wages unless compensatory time off is mutually agreed upon by the member and the Fire Chief and/or designee.

Any accrued leave taken such as, Sick, Vacation, Holiday, Flex or Comp is counted as work time for purposes of overtime.

Call back overtime, to be defined as all hours worked not contiguous to the regularly scheduled shift, shall be at a minimum of two (2) hours at 1.5 times his or her regular rate of pay.

Exempt paid staff members are eligible to be compensated at 1.5 times his or her regular rate of pay under the following circumstances:

- State of Oregon declared conflagrations;
- Out of state conflagrations; provided that the State of Oregon, specifically the Oregon State Fire Marshal's Office, has been requested to send State of Oregon resources out of state;
- Local declared disasters/emergencies;
- State declared disasters/emergencies;
- Federal (DHS/FEMA) declared disasters/emergencies.

Payment of overtime to exempt paid staff during the before mentioned declared conflagration(s) and/or disaster/emergency must be for specific time worked on the declared conflagration(s) and/or disaster/emergency and must be documented to the extent required.

Meal and Rest Periods

Meal and rest periods will be provided for you according to any applicable state regulations. Non-exempt paid staff are not permitted to work through a meal period unless an emergency situation arises (response personnel only). In these situations, the meal period will be paid time.

If the work period is at least six hours but less than seven hours, the meal period is to be taken after the second hour worked and prior to the commencement of the fifth hour worked. If the work period is more than seven hours, the meal period is to be taken after the third hour worked and prior to the commencement sixth hour worked.

Paid staff members will be paid for rest periods of (not to exceed) 10 minutes for every segment of four hours or major part thereof (two hours and one minute through four hours) worked in one work period. This time must be taken in addition to and separately from required meal periods. The rest period should be taken as nearly as possible in the middle of the work segment.

Social and Recreational Activities

Participation in off-duty social or recreational activities such as District picnics and holiday parties are entirely voluntary. Participation or nonparticipation will not affect your wages, hours, working conditions, or present or future membership opportunities.

Inclement Weather and Emergency Closures

Emergencies such as severe weather, fires, power failures, earthquakes, and other natural disasters can disrupt District operations. In extreme cases, these circumstances may require the closing of our office.

In the event that Silverton Fire District close the main office prior to the start of the business day, the closure will be announced from the Fire Chief or his/her designee.

If a decision is made to close the office after the business day has already begun, the closure message will also be announced.

Exempt staff will be paid for all absences related to emergency closures. Non-exempt staff will not be paid for time away from work due to office closure; however, with supervisory approval, available comp, vacation, or flex time may be used. Non-exempt staff who have reported to work before the decision to close is made will be paid for time worked, or a minimum of two [2] hours, whichever is greater.

HOURS OF WORK AND WORK SCHEDULES-VOLUNTEERS

(This section applies to volunteers)

Volunteers, because they are not compensated as paid staff, do not qualify for District leave or benefits unless this Handbook specifically describes such leaves and benefits for volunteers.

Work Week

A workweek consists of seven consecutive 24-hour periods that equal 168 total hours. The work week for the District starts on Sunday at 12:00 O'clock (midnight) and ends on Saturday at 11:59 p.m.

For Volunteers, the work week only applies to them for conditions associated with reimbursement and/or payments during the following situations:

- State of Oregon declared conflagrations;
- Out of state conflagrations; provided that the State of Oregon, specifically the Oregon State Fire Marshal's Office, has been requested to send State of Oregon resources out of state;
- Local declared disasters/emergencies;
- State declared disasters/emergencies
- Federal (DHS/FEMA) declared disasters/emergencies.
- Any time the volunteer is being paid an hourly rate (backfilling, temporary up staffing, etc.).

Attendance

Drill attendance is a crucial part of the continuation of training for all personnel. It is understood that the volunteer membership is diverse and that attending drills as defined by Operational Guideline 6-1-1 during certain times of the year may not be feasible for some. The Fire Chief or his/her designee may alter this requirement on a case-by-case basis.

The following is the number of drills, as defined by Operational Guideline 6-1-1, required per quarter for each classification of Volunteer:

- Firefighters, Lieutenants, Captains and Battalion Chiefs
These positions are required to attend 7 or more of Fire District Drills as defined by Operational Guideline 6-1-1 during each quarter.
- Support Services
Support Services personnel are required to attend 4 or more of Fire District Drills as defined by Operational Guideline 6-1-1 during each quarter.
- EMS Support
EMS Support personnel are required to attend 4 or more of Fire District Drills as defined by Operational Guideline 6-1-1 during each quarter.
- Tender Operator

Tender Operators are required to attend 4 or more of Fire District Drills as defined by Operational Guideline 6-1-1 during each quarter.

INCURRED EXPENSES AND REIMBURSEMENT

(This section applies to all members)

Expense and/or mileage reimbursements will not be paid unless all itemized receipts are provided.

Mileage Reimbursement

When you are required to travel for District business, the District will provide you with a vehicle to use. If the District is unable to provide you the use of a vehicle, you will be reimbursed for your mileage at the current IRS mileage rate. You must fill out the appropriate form to receive reimbursement. If your travel is required by the District, you may be eligible for lodging and meal reimbursement. Eligibility for this reimbursement will be determined by the Fire Chief on a case-by-case basis. Contact the Office Administrator for all forms needed in regards to any reimbursement requests.

Credit Card Payment

If a credit card is provided to you, or if you purchased District business related items on your personal card, all receipts must be provided to the Administrative Assistant for processing. All receipts must reflect the following:

- Name of vendor
- Transaction date
- Detailed description of goods or services purchased
- Amount paid
- Form of payment (cash, check, or last four digits of credit card)
- Brief description what the purchase was for

Overnight Travel and Meal Expense Reimbursement

If a member is traveling overnight on a work-related activity, the member may expense lodging, food, beverage (excluding alcohol) and any incidental expenses that are necessary and business related. The Silverton Fire District will not reimburse more than the IRS per diem rate set by GSA unless prior approval was given by the Fire Chief.

Alcoholic Beverages

Silverton Fire District will not pay for alcoholic beverages and such costs should not be submitted for reimbursement.

Transportation Expense Reimbursement

Transportation costs may only be expensed upon prior approval. Transportation costs include such items as airfare, airport parking, hotel shuttles, automobile rental and fuel for such rental.

Spouse/Guest Expense Reimbursement

Silverton Fire District will not pay for meals or entertainment of spouses/guest/significant others. Silverton Fire District expects its members to use good judgment and reserves the right to deny an expense if, in management's belief, it is unreasonable.

PAY EQUITY

(This section applies to paid staff)

Silverton Fire District strives to ensure all paid staff receive an equitable total compensation package based on a variety of factors relating to their position, job performance, education, and experience. From time-to-time, paid staff performing work of comparable character may have different compensation levels. Any such differences will be based on one or more of the following factors: seniority, merit, quantity or quality of work, workplace location, regular and necessary travel, education, training, experience, or any combination of those factors. Paid staff who believe they are not being compensated fairly are encouraged to discuss the matter with the Fire Chief to obtain clarification.

BENEFITS

PURPOSE

(This section applies to all members)

The Silverton Fire District reserves the right to design plan provisions and to add, eliminate, or otherwise modify the benefits described in this handbook or elsewhere in plan documents when it is in the District's best interest. Consider that changes to benefits may occur at management's discretion prior to making a serious, long-term decision based solely on current benefit offerings.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or as a result of changes in our business situation or economic conditions. The District encourages you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from the District, members may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in this Handbook apply only so long as the Handbook is current; members do not have vested rights.

The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this handbook, the plan documents govern. These official documents are available on the District's website under Member's Only for your review at www.silvertonfire.com. We ask that you refer any questions about this information to the Office Administrator.

HEALTH & DENTAL INSURANCE BENEFIT

(This section applies to paid staff)

The Silverton Fire District currently provides health insurance coverage for all full time and ¾ time paid staff. Any need for further information should be referred to the Office Administrator.

Eligibility

This benefit is provided for all full-time and ¾ time paid staff. If otherwise eligible, you may begin to participate in the plan after you have completed 30 days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of 30 days of employment. Part-time staff, temporary staff, and volunteers are not eligible to participate in the health insurance plan.

Plan Enrollment

Enrollment forms are available through the Office Administrator on your date of hire. If you don't want to enroll at the time of eligibility and later decide to request enrollment, you will only be allowed to enroll if you can demonstrate that a qualifying event has occurred which qualifies you for a special enrollment period.

The cost of the monthly premium is shared between paid staff and the District. Silverton Fire District contributes 90% of the monthly premium and paid staff are required to pay the remaining 10%. If you are a ¾ time paid staff member, you will receive a proportionately smaller contribution to your insurance premium. Insurance coverage for your dependents is also available. The District provides assistance with the cost by contributing 90% of the monthly premium, paid staff are required to pay the remaining 10% on covered dependents.

Premium Cost

Specific types of coverage and benefit payment schedules are described in the District's health care plan booklet that is available to all eligible paid staff. At the time of eligibility and during open enrollment each year, you will be informed of how much the District will contribute toward your monthly premiums if you are eligible to participate in the plan. Premium rates are established by the insurance carrier and are subject to change.

Any premium co-payment and dependent coverage you are required to pay is funded through a monthly payroll deduction. Silverton Fire District determines the payroll deduction schedule.

Termination of Coverage

In the event that you or your dependents lose eligibility to participate in the health plan, you may have the option of extending your health plan coverage for a period of time under the continuation coverage provided for by state law. Eligibility can be lost if certain qualifying events occur that would otherwise cause your or a dependent's group health coverage to terminate. Examples of qualifying events include termination of membership, a reduction in hours, death of the covered staff member, divorce, entitlement to benefits under Medicare, and a qualified beneficiary losing dependent child status.

You, your spouse, and dependents may continue group health insurance for a certain period of time at your own expense under COBRA. However, continuation does not occur automatically.

You must elect coverage within 60 days or you and any dependent will lose the right to state continuation coverage. Payment of the premium must then occur within a specified timeframe for coverage to continue. You and any covered dependent(s) will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

Deferred Compensation in Lieu of Insurance Coverage

If you are a full-time or $\frac{3}{4}$ time paid staff member and elect to not participate in health insurance coverage, the District will contribute 90% of the “employee only” premium rate into a District approved deferred compensation plan. All requests for this benefit must be in writing. Eligibility is controlled by both the District and the insurance carrier. If you choose to discontinue deferred compensation and elect to receive health insurance benefits you may need to wait until the next open enrollment date to do so.

OTHER BENEFITS

(This section may apply to paid staff &/or volunteers)

VFIS Accident & Sickness Insurance (Volunteers)

Silverton Fire District provides accident and sickness insurance for volunteers. VFIS covers injuries sustained during line-of-duty fireground or non-fireground activities. Silverton Fire District pays the full premium.

Group Life Insurance (Paid Staff & Volunteers)

The District currently provides \$10,000 life insurance for all members. Paid staff may request additional life insurance, at their expense, up to \$100,000. Paid staff and volunteers are responsible for ensuring that beneficiary names are current.

Medical Transport (Paid Staff & Volunteers)

Silverton Fire District provides emergency ground and air transportation for all members and their dependents. Silverton Fire District pays the full premium.

Long Term Disability (Paid Staff)

Silverton Fire District provides a Group Long-Term Disability plan. Paid staff who are regularly scheduled to work 30 hours or more per week become eligible for this plan. Silverton Fire District pays the full premium.

Public Safety EAP (Paid Staff & Volunteers)

The District recognizes that members, from time to time, face personal issues that affect their careers and personal lives or both. Solutions to some of these problems may not be readily apparent. To this end, the District offers, at no expense to you, the services of outside professional counseling for you and your family to help deal with personal problems such as family relationships, substance abuse, etc.

Public Safety EAP is a confidential counseling and support service staffed by trained professionals 24 hours a day to assist public safety personnel and their families. The EAP also provides other professional assistance to public safety members and their families. EAP can be reached 24/7 at 888-327-1060. Additional information is listed on their website: www.PublicSafetyEAP.com.

Public Employees Retirement System (P.E.R.S.) (Paid Staff)

All paid staff shall be covered under the Public Employees Retirement System in conformance with Oregon State Law. All new paid staff will be enrolled in PERS. Effective July 1, 2022; the District shall "pick up" the paid staff members six percent retirement contribution.

Deferred Compensation (Paid Staff)

The District participates in deferred compensation plans for eligible paid staff members. Contact the Office Administrator for information and any forms that may be needed. The District contributes up to \$100 (maximum) matching contribution per month into a participating staff members 457(b) deferred compensation plan.

If the District chooses to participate in other options, each paid staff member will be allowed whatever options are available. The District reserves the right to change or terminate this benefit at its sole discretion

Paid Leave Oregon (PLO) Insurance (Paid Staff)

The Silverton Fire District provides a Paid Leave Oregon Insurance plan through the Oregon Employment Department. This insurance is required by Oregon state law and provides paid time off to eligible paid staff members. This is a protected leave. All health-related information gathered by the insurer and District during this process will be maintained as confidential. Paid staff members will not be discriminated against or retaliated against for using or trying to use this insurance benefit. The District encourages each paid staff member to use the combination of time off and benefits that meets their personal needs.

Cost

Paid staff members will see a [up to .006%] deduction from gross wages for each paycheck. The District will contribute [no less than .004%] of the paid staff member's gross wages for each paycheck.

The paid staff member and the Fire District minimum and maximum, as well as overall costs, of this coverage will be assessed annually by the Oregon Employment Department and may change.

Eligibility

Most paid staff member who works in Oregon are eligible to submit a claim. The determination of eligibility will be made by the Oregon Employment Department. If a paid staff member disagrees with an eligibility determination, the paid staff member may use the appeal process outlined in the determination notice provided by the Oregon Employment Department.

Length of Leave

The length of leave is part of the determination process. A paid staff member may qualify for up to twelve (12) weeks of leave annually, starting from the first day of leave. An additional two (2) weeks of leave may be available if the paid staff member is pregnant, has given birth, or has health needs because of childbirth. The coverage may be approved in single week segments.

Reasons for Leave

Benefits may apply to a variety of situations, including:

- Family leave - Caring for members of the staff members family
- During the birth of a child
- Bonding with a child in the first year
- After birth
- Through adoption
- When the child is placed in the paid staff member's home through foster care
- To care for a family member with a serious health condition*
- Medical leave - The paid staff member caring for themselves when the paid staff member has a serious health condition*

Safe leave - For survivors of:

- Sexual assault
- Domestic violence

- Harassment
- Stalking

* A serious health condition is an illness, injury, impairment, or physical or mental condition that: requires inpatient care, poses an imminent danger of death or possibility of death in the near future, requires constant or continuing care, involves a period of incapacity, involves multiple treatments, or involves a period of disability due to pregnancy.

Insurance Benefit While on Leave

The amount of benefit the paid staff member will receive will be calculated based upon the paid staff member's earnings for the prior year. This will also be part of the determination of coverage process. No paid staff member will receive less than the equivalent of \$540.00 per week and no paid staff member will receive more than the equivalent of \$1,469.78 per week. The minimum and maximum benefit amounts may be adjusted by the Oregon Employment Department annually, and the paid staff member will receive notification before a change occurs. The Oregon Employment Department will advise the paid staff member of the amount of insurance benefit they will receive while on leave.

Paid staff members may make up the difference between the PLO benefit amount and their regular rate of pay by utilizing vacation leave, sick leave, or comp. time.

Filing a Claim for Coverage

Paid staff members will need to establish an account at Frances Online and file claims electronically. This is the electronic system of record for the Oregon Employment Department. Paid staff members are responsible for submitting the required paperwork and any updates or changes to their claim. The Fire District will be unable to complete the application process on the paid staff member's behalf.

Job Benefit Protection While on Leave

If a paid staff member has been with the Fire District for at least ninety (90) days prior to the leave, the paid staff member will be restored to the same position upon their return, if the same position exists. If the same position does not exist the paid staff member will be restored to a different position, if available, with similar position duties and the same employment benefits and pay.

If, at the time of leave, the staff member is receiving health benefits these health benefits will be maintained.

Complaints Procedure

Our goal is to solve all concerns at the lowest possible level. The District encourages all paid staff members to bring complaints to your immediate supervisor promptly and in writing.

The District understands paid staff may choose to seek outside assistance to resolve complaints regarding this coverage. Paid staff may contact the Oregon Bureau of Labor and Industries to file a complaint or may contact an attorney of their choice to determine if a civil action may be appropriate.

Additional Information

Paid staff members pay a portion of health care premium. While on PLO, the paid staff member will need to plan for the payment of their portion of the health care premium while receiving a PLO benefit. This payment must be coordinated with the Office Administrator.

Long term disability, is offered by the Fire District. PLO does not exclude paid staff members from PLO eligibility when receiving other insurance benefits.

VACATION BENEFIT

(This section applies to paid staff)

As with sick leave, the paid staff member is encouraged to take care of their personal well-being. Vacation leave is provided to allow the paid staff member to have time away from the workplace without suffering a financial hardship. Accrual of vacation time is based on length of continuous service. The following table will be used to determine your rate of accrual:

0 through 4 years	8 hours per month
5 through 9 years	10 hours per month
10 through 14 years	12 hours per month
15 through 19 years	16 hours per month
20 or more years	20 hours per month

Following completion of a six (6) calendar month entry period, the paid staff member will be credited with 48 hours (6 days) of vacation. All vacation must be approved in writing (email, paper, or text) by your immediate supervisor before it is taken. Probationary paid staff members are not allowed to take vacation; this is done so that you may better learn your new job. Paid staff members that do not successfully complete the probation period will not be paid for any accrued vacation time.

To encourage longevity, the maximum vacation accrual is the amount of vacation the paid staff member can earn in a current two-year period. Paid staff who retire from the Fire District may elect to accrue the amount of vacation hours that can be earned in a current three-year period provided that; the staff member is retiring from the established retirement system (PERS) and the staff member gives a minimum of twelve months written notice. Should the staff member not retire from the established retirement system (PERS) on the date indicated in the written notice, the staff member shall forfeit any accrued vacation time over the two-year accrual amount.

Once you are at the maximum you will not be allowed to accrue any more vacation time, until you are below the cap. Vacation selection shall be chosen in order of seniority. It is hoped that the paid staff members will work together so that all paid staff members can take vacation when they wish.

The Fire Chief or his or her designee can limit when paid staff members take time off in regards to the operational needs of the Fire District.

For all paid staff members requesting vacation time, the request must be completed through your immediate supervisor using the time off request form or via email.

For purposes of this handbook, “continuous” means days that immediately follow each other and/or days that immediately follow each other including regular days off.

Example: A Monday through Friday paid staff member takes Thursday and Friday off, as well as Monday and Tuesday off (all connected). Because this paid staff member is taking time off in conjunction with regular days off, this is considered as taking four continuous vacation days off.

Taking vacation time four or more continuous days

This request must be submitted to your supervisor no later than twenty-one (21) calendar days before the first requested vacation. It is understood that vacation time may need to be cancelled for a variety of reasons. Because staffing may need to be altered for vacation coverage (backfilling, adjusting other staff members schedule, etc.), cancelling this vacation time must be done no later than seven calendar days prior to the first vacation day requested. Failure to cancel vacation time as described will require the staff member to take all of the vacation time off as initially requested.

Vacation time up to three continuous days

This request must be submitted to your supervisor no later than seven calendar days before the first requested vacation day. It is understood that vacation time may need to be cancelled for a variety of reasons. Because staffing may need to be altered for vacation coverage (backfilling, adjusting other staff members schedule, etc.), cancelling this vacation time must be done no later than three calendar days prior to the first vacation day requested. Failure to cancel the vacation time as described will require the staff member to take all of the vacation time off as initially requested.

Vacation “one here, one there”

The Silverton Fire District encourages paid staff to take vacation time off as needed “here and there”. This type of vacation time must be taken in blocks two (2) hours or greater, must not exceed two days and must be requested as soon as possible. The request must be completed through your immediate supervisor using the time off request form or via email.

Non-probationary paid staff members who separate from the District shall receive payment of unused vacation up to the maximum allowed accrual. Paid staff members who, for any reason, do not complete their probationary period shall receive no credit or pay for accrued vacation leave.

SICK LEAVE

(This section applies to paid staff)

The Silverton Fire District values all its members and expects them to perform all the duties of their position. Sick leave is intended to allow the member to provide care to himself or herself or to a close family member for an illness.

In order to reduce the cost of non-occupational illnesses and disabilities, the accrual rate for eligible paid staff is 8 hours for each full month of service completed. There is an accrual limit of 1160 hours. Once you reach the accrual limit you will not accrue any more hours. Eligibility for sick leave benefits begins after the first 30 days of employment.

Verification of illness by a health care provider's certificate shall be required before approval of paid sick leave of more than three (3) days (see Non-Job-Related Injury and Illness in this handbook). Abuse of this privilege is cause for discipline. With exception of paid staff who qualify for the PERS sick leave reporting benefit, sick leave is not compensable once you leave employment with District.

Sick leave may be used for the following purposes:

- For bona fide off-the-job injury or illness which prevent the paid staff member from reporting to work. For paid staff members who are eligible to receive Long Term Disability Benefits (LTD), sick leave must be used during the waiting period for those benefits. In addition, during any period of LTD payments, paid staff members must use any earned and unused sick leave benefits to make up the difference between LTD benefits and the paid staff member's regular wage;
- To attend medical or dental appointments, or when necessary to transport or accompany a member of the paid staff member's immediate family to a medical or dental appointment. However, in order to avoid disruption to our operations, paid staff members are required to schedule such appointments during their off-duty hours whenever possible;
- Sick leave may be used to care for a sick child or seriously ill immediate family member. Immediate family means father, mother, husband, wife, domestic partner, children for whom you are legally responsible, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, and sister-in-law. Other than the spouse, domestic partner and child, sick leave may only be used for immediate family until other care arrangements can be made.

Benefits covered under this Sick Leave section may be covered by Paid Leave Oregon (PLO). Please refer to the PLO section of this handbook to understand when PLO can and may be used.

Reporting Requirements

When a paid staff member is ill or has an injury that prevents them from performing their duties, they must contact their immediate supervisor as soon as they know that they cannot report for work. This can be done via the phone or via text message. If reporting by text message, the paid

staff member must receive a reply from the recipient. Should a reply not be received within a reasonable amount of time, a group text message should be sent to the immediate supervisor, the Fire Chief and the Office Administrator.

Should a paid staff member feel the need to leave work because of illness, they must contact their immediate supervisor. This can be done in person, via phone or via text message. If notifying by text message, the paid staff member must receive a reply from the recipient. Should a reply not be received within a reasonable amount of time, a group text message should be sent to the immediate supervisor, the Fire Chief and the Office Administrator.

Use of Sick Leave for On-the-Job Injuries and/or Illness

Earned and unused sick leave benefits will be coordinated with long term disability (LTD) and workers compensation benefits and may be utilized when a paid staff member is unable to work due to an on-the-job injury or illness as follows:

- The paid staff member may receive funds due under the District's workers' compensation carrier and be granted an unpaid leave of absence without any charge being made against the paid staff member's sick leave;
- The paid staff member may make a claim for the use of available sick leave, but the same shall be reduced by the sums paid staff member by the District's workers' compensation carrier. If a paid staff member selects this option, the district shall pay the difference between the amount received from the workers' compensation carrier and the paid staff member's regular amount of pay. This difference will then be charged against the paid staff member's available sick leave by translating hours into dollars of sick leave at the paid staff member's regular rate of pay. This option shall not be available when a paid staff member has exhausted all available sick leave;
- Sick leave benefits must be used during the 90-day waiting period before workers' compensation time loss benefits begin;
- After workers' compensation time loss benefits begin, sick leave benefits will be applied to make up the difference between workers' compensation time loss benefits and the paid staff member's regular net wages;

If you are eligible for LTD benefits during a period of absence for an on-the-job injury or illness, you may utilize sick leave benefits to make up the differential between your combined workers compensation time loss benefits and LTD benefits and your regular net wages. The Office Administrator will be the designated coordinator for LTD benefits and worker's compensation forms, questions and inquiries.

Donating Sick Leave to Other Paid Staff Member

The District allows members to transfer accumulated Sick Leave to a co-worker with a serious injury or illness who has exhausted all accumulated leave. Sick Leave may also be donated to a paid staff member who is caring for a seriously ill family member and has exhausted all accumulated leave. The receiving paid staff member must be in good standing, have one-year service with the District, and have no documented history of abuse of leave or unscheduled

absences. A paid staff member may receive donated leave for a maximum of 80 hours per calendar year. A member may donate 40 hours of Sick Leave in any given calendar year and may not donate Sick Leave if such donation drops his/her total Sick Leave bank below 80 hours.

Sick Leave donations will not be accepted once the receiving paid staff member's leave or employment status has become unpaid.

Hours of Sick Leave donated from co-workers will be considered an hour for hour donation and then applied to the donee's account at his/her hourly rate.

Any requests for Sick Leave donation(s) must be made through the Fire Chief or designee. All communication regarding leave donations will be made by the Fire Chief or designee.

Other Conditions for Use of Paid Sick Leave Benefits

Except as outlined in this section, paid staff members who engage in any other gainful employment are not eligible to receive paid sick leave benefits.

Paid staff members will be required to use their earned and unused paid sick leave balances for all qualifying absences from work. If no sick leave benefits are available, the paid staff member will be required to use their accrued compensatory time followed by accrued vacation time before unpaid time off will be permitted.

Sick leave benefits are intended as a benefit for paid staff members based on time actually worked. Accordingly, paid sick leave benefits will not accrue during any period of unpaid leave of absence (including workers' compensation and other leaves of absences), during periods of long-term disability, layoff, or disciplinary suspensions. paid staff members will continue to earn sick leave benefits during periods of absence for which they are receiving vacation pay and/or compensatory time pay;

Paid staff members will provide a letter from a personal health care provider for sick leave that extends for more than three consecutive days. Paid staff members using excessive amounts of sick leave may be asked to provide a letter from a personal health care provider to document the need for leave.

COMPENSATORY (COMP) TIME & FLEX TIME

(This section applies to paid staff)

Comp Time

Comp time is leave accrued in lieu of payment for time worked in excess of forty (40) hours in a work week. Comp time is accrued at the rate of time-and-one-half. All comp time must be pre-approved in writing (email, paper, or text) by your immediate supervisor before it is accrued or taken. No more than 40 hours may be accrued by the paid staff member in a Fiscal year. Comp time will be paid in full to the paid staff member upon separation from the District.

The Fire Chief or his or her designee can limit when paid staff members take time off in regards to the operational needs of the Fire District.

For all paid staff members requesting comp time, the request must be completed through your immediate supervisor using the time off request form or via email.

For purposes of this handbook, “continuous” means days that immediately follow each other and/or days that immediately follow each other including regular days off.

Example: A Monday through Friday paid staff member takes Thursday and Friday off, as well as Monday and Tuesday off (all connected). Because this paid staff member is taking time off in conjunction with regular days off, this is considered as taking four continuous comp days off.

Taking comp time four or more continuous days

This request must be submitted to your supervisor no later than twenty-one (21) calendar days before the first requested comp day. It is understood that comp time may need to be cancelled for a variety of reasons. Because staffing may need to be altered for comp coverage (backfilling, adjusting other staff members schedule, etc.), cancelling this comp time must be done no later than seven calendar days prior to the first comp day requested. Failure to cancel comp time as described will require the staff member to take all of the comp time off as initially requested.

Comp time up to three continuous days

This request must be submitted to your supervisor no later than seven calendar days before the first requested comp day. It is understood that comp time may need to be cancelled for a variety of reasons. Because staffing may need to be altered for comp time coverage (backfilling, adjusting other staff members schedule, etc.), cancelling this comp time must be done no later than three calendar days prior to the first comp day requested. Failure to cancel the comp time as described will require the staff member to take all of the comp time off as initially requested.

Comp time “one here, one there”

The Silverton Fire District encourages paid staff to take time off as needed “here and there”. This type of comp time must be taken in blocks two (2) hours or greater, must not exceed two days and must be requested as soon as possible. The request must be completed through your immediate supervisor using the time off request form or via email.

Staff members who separate from the District shall receive payment of unused comp time at their regular rate of pay.

Flex Time

Flex time is considered “time for time” and allows an employee to flex their start or end time during a work week. Flex time is voluntary on the part of both the employee and the District. Flex time shall not exceed the total number of weekly hours as normally worked (40 hours).

PAID HOLIDAY BENEFIT

(This section applies to paid staff)

The Silverton Fire District observes the following holidays each year and our offices are officially closed on these days:

- New Year's, Day (January 1)
- Martin Luther King Jr. Birthday (Third Monday in January)
- Presidents Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)
- Two (2) Floating Holiday(s)
- Any day declared as a holiday by the State or Federal Government and approved by the Fire Chief

Holidays falling on a Saturday will be observed on the preceding Friday. Those falling on a Sunday will be observed on the succeeding Monday. Paid staff members on leave without pay will not receive holiday pay.

Floating Holiday(s)

Floating holidays may be used in two consecutive days, or day-by-day. Floating holidays are not to be used hourly. Using floating holidays in conjunction with vacation or comp time which extends time off to three or more days or four or more days must be requested as outlined in the corresponding vacation request portion of this handbook. When using the two floating holidays, the request must be completed through your immediate supervisor using the time off request form or via email.

LEAVES OF ABSENCE

BEREAVEMENT LEAVE

(This section applies to paid staff)

In the event of the death of an immediate family member, the Fire Chief or his/her designee at his or her sole discretion, may grant a paid staff member paid bereavement leave up to, but not exceeding 40 hours. The purpose of this leave is to give you sufficient time off to grieve and make funeral arrangements, if necessary. Immediate family means father, mother, husband, wife, children for whom you are legally responsible, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, and sister-in-law. The leave must be completed within 30 days after the date on which you received notice of the death of your family member.

JURY OR WITNESS DUTY LEAVE

(This section applies to all members)

When paid staff members are called for jury duty or subpoenaed as witnesses under circumstances beyond their control and where such duties can be construed to be in the public interest, they will be granted leave without loss of pay or benefits for as long as required to serve. All monies received by paid staff members as witness fees or jury duty fees or other such reimbursement shall be signed over to the District. Paid staff members are expected to immediately return to work after they complete their service.

When Volunteers are called for jury duty, this leave time will be granted for as long as required to serve (including witness and other required court appearances).

EMERGENCY LEAVE

(This section applies to paid staff)

The District recognizes that personal emergencies occur from time to time that require the paid staff member to be absent for short durations. At the Fire Chief's or his/her designee's sole discretion, he/she may approve this leave for short temporary durations. Such approval must be in writing and the date of the member's return must be indicated in the writing. Emergency leave may only be granted if the paid staff member has used all of his/her accrued vacation time, comp time and any remaining floating holidays. After all of the paid staff members has used all of their accrued vacation time, comp time and any remaining floating holiday, emergency leave will be considered unpaid leave and all fringe benefits will cease until the paid staff member returns to full duty.

LEAVE TO DONATE BONE MARROW

(This section applies to paid staff)

Eligibility

Paid staff working 20 or more hours per week are eligible for this leave.

Length of Leave

A staff member may use up to 40 hours of leave which may be taken as paid or unpaid time. In extenuating circumstances, approval to take more time off, paid or unpaid, may be granted by a supervisor or manager.

Request Procedure

You must notify your supervisor as soon as is practicable after you become aware that you will be donating bone marrow. You are expected to provide a copy of the doctor's verification for bone marrow donation. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave of absence used before that determination was made will not be affected.

Status of Benefits

Benefits are not affected by this leave.

LEAVE OF ABSENCE

(This section may apply to staff and/or volunteers)

Requesting Leave (Paid Staff)

The Fire Chief or his/her designee, at his or her sole discretion may grant the paid staff member unpaid leaves of absence for up to sixty (60) days. Written approval is required from the Fire Chief or his/her designee no less than fourteen (14) calendar days prior to taking unpaid leaves of absence and such written approval must indicate the paid staff member's date of return.

Unpaid leaves of absence will only be granted to those paid staff members that have exhausted all sick time (if applicable to the leave), vacation time, comp time and any available floating holidays. Extensions to the sixty (60) days must be pre-approved by the Fire Chief or his/her designee.

Insurance coverage will not be maintained for you while on unpaid leave of absence. Continuing health coverage may require continuation of benefits through COBRA. You may continue insurance coverage by paying the full premium by the first of each month. Benefits do not accrue during this type of leave. Contact the Office Administrator to set up health insurance using COBRA.

Probationary members are not eligible for unpaid leave of absence.

Requesting Leave (Volunteers)

A leave of absence (non-injury or illness) is when a volunteer will not be available for training and calls for more than fourteen (14) calendar days. The Volunteer must have bi-weekly communications with the Fire Chief as to his/her leave status. This communication process can be done via phone, email or in person.

Requests for a leave of absence must:

- Be in writing and must be approved by the Fire Chief or his/her designee.
- No more than sixty (60) days in duration

A leave of absence because of a medical condition and/or injury may be requested for any amount of time up to sixty (60) days. Medical leaves do not require a health provider letter excusing the volunteer on the onset. However, a letter or release from the health care provider will be required before returning to District functions.

Those who do not return to District functions after their leave time has expired will forfeit their status with the Fire district. Leave extensions can only be approved by the Fire Chief or his/her designee.

MILITARY LEAVE

(This section applies to all members)

Military leave will be provided in accordance with Federal and State law.

EDUCATION LEAVE

(This section applies to all members)

The Fire Chief or his/her designee may, at his or her sole discretion, grant paid or unpaid leaves for District-required training or education. If a paid staff member requests leave to attend general education classes or training that is not required by the District, the Fire Chief may, at his or her sole discretion, grant such leave without pay. Educational leaves of absence will only be granted to those paid staff members that have exhausted all vacation time, comp time and any available floating holidays.

HEALTH AND SAFETY

HEALTH AND SAFETY

(The section may apply to paid staff and/or volunteers)

The Silverton Fire District is committed to providing and maintaining a safe and healthy work place for members and visitors. The District believes that accidents can be prevented and every member is entitled to work under the safest possible conditions.

Safety (Paid Staff and Volunteers)

The District will make every reasonable effort to promote loss prevention activities and will provide safe working equipment, necessary personal protection and, in the event of an injury, secure immediate emergency first aid and/or medical services.

It is the responsibility of every member, Fire Chief and Board of Directors to provide for a safe and healthy work area, safe equipment and safe work practices. The District needs the full cooperation and effort of everyone to integrate loss prevention activities into both normal and non-routine business operations.

You must report all unsafe conditions or equipment to your supervisor immediately. Report all injuries immediately, no matter how small or how they occurred. You may be required to report the condition or equipment in writing.

Job Related Injury & Illness (Paid Staff)

Injuries, illnesses and fatalities that occur while working for the Fire District must be reported and documented as outlined in current Operational Guideline(s).

Paid staff members will be placed on medical leave anytime their job-related injury/illness requires/required medical treatment by a medical provider in an office, urgent care or emergency setting.

Any paid staff member on medical leave may return to work when they are released by their health care provider. The paid staff member may return to work in accordance with the provision of this section for a period of up to 1 year from the beginning of the extended absence due to injury or illness. Modified duty may be available for those persons who have temporary disabilities with approval of their health care provider at the Fire Chief's or designee's sole discretion. While on modified duty, a paid staff member shall receive his or her full benefits without loss of sick leave. Modified duty shall consist of such a work schedule and work duties as approved by the health care provider and Fire Chief, so long as the paid staff member is qualified to perform the work.

To confirm or receive additional information, the District may request the paid staff member to be examined by a medical professional picked by the District. Should the District choose to have this exam done, the District will pay for the exam and related fee(s).

Should a paid staff member wish to return to work for the District on light duty and/or modified duty because of a job-related injury and/or illness, the District may accommodate this request if

appropriate work is available. Modified or light-duty may be available, at the sole discretion of the Fire Chief or designee.

Paid staff members requesting light duty and/or modified duty must make the request in writing to the Fire Chief. This written request must include a document from a health care provider describing the reason for the needed modification and must include the specific modification needed. The Fire Chief will make the determination if light duty and/or modified duty are feasible and available.

The Fire District may choose to discontinue the light duty and/or modified duty schedule if the work has been completed and/or if continuing the light duty and/or modified duty is not in the best interest of the Fire District.

Non-Job-Related Injury & Illness (Paid Staff)

Injury

Any paid staff member who has a non-job-related injury which keeps the paid staff member from performing their duties may return to work when they are released by their personal health care provider. The paid staff member may return to work in accordance with the provision of this section for a period of up to 1 year from the beginning of the extended absence due to injury. Modified duty may be available for those persons who have temporary disabilities with approval of their health care provider at the Fire Chief's or designee's sole discretion. While on modified duty, a paid staff member shall receive his or her full benefits without loss of sick leave. Modified duty shall consist of such a work schedule and work duties as approved by the health care provider and Fire Chief, so long as the paid staff member is qualified to perform the work.

Illness

Any paid staff member who has a non-job-related illness which keeps the paid staff member from performing their duties three or more consecutive days may return to work when they are released by their health care provider. The paid staff member may return to work in accordance with the provision of this section for a period of up to 1 year from the beginning of the extended absence due to illness. Modified duty may be available for those persons who have temporary disabilities with approval of their health care provider at the Fire Chief's or designee's sole discretion. While on modified duty, a paid staff member shall receive his or her full benefits without loss of sick leave. Modified duty shall consist of such a work schedule and work duties as approved by the health care provider and Fire Chief, so long as the paid staff member is qualified to perform the work.

Injury and/or Illness as it Relates to Duties (Paid Staff)

Regardless if an injury and/or illness occurs while working on the paid staff member's own time, if a health care provider documents that the paid staff member will not be able to perform their position function(s)/duties as outlined in the paid staff member's position description within 365 calendar days from the date of injury and/or illness, the Fire District shall cease the working relationship between the District and the paid staff member.

Job Related Injury & Illness (Volunteers)

Injuries and illnesses that occur while working for the Fire District must be reported and documented as prescribed by state and federal law and District operational guidelines. Volunteer members will be placed on medical leave anytime their job-related injury/illness

requires/required medical treatment by a medical provider in an office, urgent care or emergency setting.

District operational guidelines will outline the proper procedure for reporting duty related injuries/illness and how to proceed with required paperwork. The Office Administrator will be the point of contact for services/compensation available through the District's Worker's Compensation Insurance carrier.

Insurance company procedures and information can change from year to year. For this reason, volunteers will need to contact the Office Administrator for required forms and current information on filing claims in regards to job related injuries and/or illnesses.

Any volunteer placed on medical leave may return to District activities when they are released by a health care provider. The Volunteer may return to work in accordance with the provision of this section for a period of up to 365 calendar days from the beginning of the extended absence due to injury or illness. Modified duty may be available, at the Fire Chief's or designee's sole discretion, for those persons who have temporary disabilities with approval of the Volunteer's personal health care provider. Modified duty shall consist of such a work schedule as approved by the personal health care provider and Fire Chief or his/her designee, so long as the Volunteer is qualified to perform the work.

To confirm or receive additional information, the District may request the Volunteer to be examined by a medical professional picked by the District. Should the District choose to have this exam done, the District will pay for the exam and related fee.

Should a Volunteer wish to return to work for the District on light duty and/or modified duty because of injury and/or illness, the District may accommodate this request if appropriate work is available. Modified or light-duty may be available, at the sole discretion of the Fire Chief or his or her designee;

Volunteers requesting light duty and/or modified duty must make the request in writing to the Fire Chief or his/her designee. This written request must include a document from a health care provider describing the reason for the needed modification and must include the specific modification needed. The Fire Chief or his/her designee will make the determination if light duty and/or modified duty are feasible and available;

The Fire District may choose to discontinue the light duty and/or modified duty schedule if the work has been completed and/or if continuing the light duty and/or modified duty is not in the best interest of the Fire District.

Non-Job-Related Injury & Illness (Volunteers)

Should a volunteer have a serious off the job (non-District related) injury and/or illness that prevents them from performing as described in their Volunteer position description, the Fire Chief or his/her designee shall be notified immediately. The volunteer will be put on medical leave. This section does not pertain to short non-serious illness such as colds, minor cuts and bruises, etc.

Before being allowed to attend and/or perform at District activities after a serious injury or illness, a release by the volunteer's health care provider will be required.

The Volunteer may return to work in accordance with the provision of this section for a period of up to 365 calendar days from the beginning of the extended absence due to injury or illness. Modified duty may be available, at the Fire Chief's or designee's sole discretion, for those persons who have temporary disabilities with approval of the Volunteer's personal health care provider. Modified duty shall consist of such a work schedule as approved by the personal health care provider and Fire Chief or his/her designee, so long as the Volunteer is qualified to perform the work.

Injury and/or Illness as it Relates to Job Duties (Volunteers)

Regardless if an injury and/or illness occurs while working or on the Volunteer's own time, if a health care provider documents that the Volunteer will not be able to perform their position function(s)/duties as outlined in the Volunteer's position description within 365 calendar days from the date of injury and/or illness, the Fire District may cease the working relationship between the District and the Volunteer.

Smoking and/or vaping in the Workplace (Paid Staff and Volunteers)

Silverton Fire District is a non-smoking facility. Smoking and/or vaping is not allowed in any District vehicle or building. This includes the use of electronic cigarettes and vaping devices. Please do not smoke or vape within 10 feet of any entrance, exit, window, or air intake device

SUBSTANCE AND ALCOHOL

(The section applies to all members)

This section is written to establish the Silverton Fire District's practice prohibiting use, possession, manufacture, sale, purchase, transfer, or being under the influence of alcoholic beverages, illegal drugs or other intoxicants at any time on Silverton Fire District premises or while on duty. The Silverton Fire District recognizes illegal drug use, legal drug abuse and alcohol use as a threat to the public welfare and members of the District.

The District has a strong commitment to its members to provide a safe work environment and to promote high standards. While the District has no intention of unnecessarily interfering with the private lives of its members, the District expects its members to report for duty and remain on duty in a condition to perform their work/training in a safe, effective and efficient manner.

All persons covered by this section should be aware that violations of this section may result in an intervention action and/or discipline, up to and including termination, or in not being hired.

Guidelines

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- A member shall not respond to an alarm, drill or other district event while under the influence of alcohol, drugs, or any mind- or mood-altering substance;
- Refusing to be tested, which includes refusal to cooperate with testing, failure to report to test site within allotted time, failure to remain available for post-accident testing and attempts to alter specimens or otherwise affect testing results, failure to authorize release of test results or other relevant documentation;
- Use alcohol within eight (8) hours after an accident that would require post-accident testing or before a post-accident test;
- Use any prescription or non-prescription medications which may interfere with the safe and effective performance of duties or operation of district equipment without taking appropriate precautions and notifying the supervisor.

Definitions

Alcohol. Alcohol is the intoxicating agent in beverage alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Use. Alcohol use is the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

Controlled Substance. The terms drug and controlled substance are used interchangeably in this handbook. They refer to controlled substances as defined by federal and state law, including specifically marijuana as it is still an illegal drug under federal law.

Member(s). All paid staff of the Fire District, Volunteers, and Board of Directors.

Reasonable suspicion. Reasonable suspicion is a belief based on objective and articulate facts sufficient to lead a reasonably prudent person to suspect that the member's ability to perform the functions of the job is impaired or that the member's ability to perform his/her job safely is significantly reduced.

Presence. Presence is defined as any noticeable or perceptible impairment of the member's mental or physical faculties.

Controlled Substances. Controlled substances are defined as any product causing potential impairment of an members' mental or physical faculties.

Over-the-counter drugs. Over-the-counter drugs are defined as those that are generally available without a prescription from a medical doctor.

Prescription drugs. Prescription drugs are defined as those drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Refusal to Submit. It will be considered a refusal to submit when a member fails to provide adequate breath for alcohol testing, without a valid medical explanation; or when a member fails to provide an adequate urine sample for controlled substances testing, without a genuine inability to provide a specimen (as determined by a medical evaluation); or when a member engages in conduct that clearly obstructs the testing process.

Under the Influence. Defined as being affected by alcohol/ drugs to any perceptible degree. With respect to alcohol, a blood alcohol content of .04% or more constitutes being under the influence while on duty.

Supervisor. For the purpose of this section, "supervisor" shall refer to, Lieutenants, Captains, Chief Officers, and other members as identified by the Fire Chief.

Consequences of Prohibited Conduct

District members, who have engaged in prohibited conduct and/or failed a drug or alcohol test, shall be subject to one (1) or more of the following consequences:

- Immediate removal from duties for at least twenty-four (24) hours;
- Placed on leave (accrued leave or leave without pay), in accordance with district operational guidelines and/or this handbook;
- Appropriate disciplinary action up to and including termination.

Types of Testing

The following types of drug and alcohol tests may be performed with respect to district members and shall be provided by an approved testing agency.

- Pre-Placement Testing. Pre-placement drug testing is required for all positions, except as noted in "Investigation of Previous Testing". A notice is on the application for membership that drug testing is a requirement of the application process. Once a position has been offered a specified test location will be announced. Anyone who does not wish to proceed with the application may withdraw without question;

- A drug test result which is verified as positive for unauthorized use of controlled substances will disqualify the applicant for the position;
- Reasonable Suspicion Testing. A reasonable suspicion test may be required under the following conditions and if deemed necessary may be carried out by trained local law enforcement requested by the Chief or his designee;
- The district may require a member to submit to an alcohol test when the district has reasonable suspicion to believe that the member has violated the prohibitions of this handbook concerning alcohol;
- The district may require a member to submit to a controlled substances test when the district has reasonable suspicion to believe that the member has violated the prohibitions of this section concerning controlled substances.

The district may determine that reasonable suspicion testing is necessary based upon one or more of the following factors:

- Observable phenomena, such as direct observation of a member exhibiting the physical symptoms of being under the influence;
- A pattern of abnormal conduct or erratic behavior;
- An arrest or conviction for a drug or alcohol-related offence or the identification of a member as the focus of a criminal investigation into a drug or alcohol-related offense;
- Information provided either by reliable or credible sources independently corroborated;
- Sudden change in work performance including unexplained or excessive absenteeism, tardiness or workplace negligence;
- Evidence that the member has tampered with a drug or alcohol test.

If a member witnesses any behavior which raises a “reasonable suspicion”, such behavior should be reported to a supervisor immediately. Failure to report a member that is under the influence shall be grounds for discipline.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible. The district will ensure that the member involved is immediately removed from the workplace in a confidential and discrete manner.

The member shall be notified of the results of all tests conducted pursuant to this section. Members who test positive shall be afforded an opportunity to provide medical or other information that may explain the positive test result. If a question exists, the available information will be reviewed by a licensed physician with training in forensic drug testing.

Post-Accident Testing

Post-accident testing will be required in an on-duty incident where:

- A fatality occurred; or
- Significant bodily injury occurs; or
- A motor vehicle accident; or
- For a moving traffic violation arising from an accident.

Post-accident testing requires that members causally connected to the incident be:

- Tested for alcohol as soon as possible within two (2) hours, but in no case later than eight (8) hours after the incident; and,

- Drug tested as soon as possible, but in no case later than thirty-two (32) hours after the incident.

The District, at its discretion, will ensure that the member involved in an accident requiring testing will be immediately removed from duty. The Fire Chief or designee shall be notified immediately if/when a member is removed from duty.

A member who is seriously injured and cannot provide a specimen for testing may be requested at the district's discretion, to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substances, or alcohol in his/her at the time of the incident.

The district will provide its members with any necessary information and procedures to enable them to meet these requirements for post-accident testing.

Exception: Where district members are involved in a no-fault accident (as determined by local authorities or district Internal Investigation) they will not be required to be tested. However, for a member's own legal protection, a member may choose to submit to drug and alcohol testing to positively verify that drugs or alcohol were not a factor in the incident.

Costs of Testing

The district will be responsible for payment of all pre- employment, post-accident and reasonable suspicion tests.

Failure to Cooperate

Failure to cooperate with any aspect of this section, including but not limited to falsifying or attempting to falsify test results or specimens, or refusing to cooperate in testing will subject the member to discipline, up to and including termination. Any member who refuses to take a drug or alcohol test to comply with this section will be immediately removed from duty and subject to discipline.

Prescription Medications

Members are required to notify their immediate supervisors when they are taking prescription medications with warning labels relevant to the member's duties (for example, relating to the operation of vehicles, heavy equipment, or machinery) or which may impair their ability to function safely while on duty.

The district does not request information about the condition for which medication is prescribed, only that the medication has been prescribed. In some cases, it may be necessary to temporarily reassign members until the course of medication is completed.

If a member is in doubt about a medication's effect on work performance, he/she should ask the prescribing qualified health care provider or pharmacist for clarification. It is the member's responsibility to avoid impairment on the job from prescription or over-the-counter medication.

WORKPLACE VIOLENCE

(The section applies to all members)

Situations may occur, despite our best efforts to prevent them, which present a risk of harm to members and others. All members have an obligation to report any incidents that pose a risk of harm that threaten the safety and/or security of the District. Members should make such reports directly to their supervisor.

All information related to the reports, will be kept as confidential as possible under the circumstances. The District will generally notify the reporting member of action taken in response to the report.

The District may conduct an investigation of a current member when the member's behavior raises concerns about work performance, reliability, honesty, or potential threat to the safety of others in the workplace. An investigation may include investigation of criminal records and a search of the District property such as desks, work areas, lockers, file cabinets, voice mail systems, computer systems, etc.

If a member is found to have violated any part of this portion of the handbook, corrective action up to and including termination may occur.

SAFETY COMMITTEE

(The section applies to all members)

The Silverton Fire District has a standing Safety Committee, which is made up of both the paid staff and volunteers. The Safety Committee meets monthly, generally on the first Wednesday of each month. You may attend any of the meetings and discuss any safety issue with the Committee. It is hoped that if you have a safety issue that you would contact either your supervisor or the Fire Chief to discuss the issue. The Safety Committee reviews all injury accidents and other accidents which involve District equipment or personal, perform safety inspections of all District facilities and recommend corrective action to the Fire Chief.

LOSS OR THEFT OF DISTRICT PROPERTY

(The section applies to all members)

In the event that you lose any District property, you will need to immediately report the loss to your supervisor.

In the event that any District property is stolen, notify the appropriate law enforcement agency and obtain a report number. Immediately notify your supervisor and provide him/her the law enforcement report number.

SEPARATION

SEPARATION FROM THE DISTRICT

(The section applies to paid staff and/or volunteers)

Separation from membership with the Silverton Fire District occurs when you voluntarily resign, are laid off, or are terminated by the District.

Having a “good standing” designation when separating from the Fire District is very important. Those who separate in good standing are able to return to the Fire District as volunteers and/or paid staff. To separate in good standing, the member must:

- Give no less than fourteen (14) days’ notice before the intended date of departure (paid staff members);
- Must not resign in lieu of termination;
- Must not be terminated;
- Must not be under internal investigation at the time of resignation;
- Must return all District issued property.

Resignation (Paid Staff)

Employment with the District is “at-will,” which means you are free to resign at any time, with or without cause or notice. In order to achieve an orderly transition, the District would appreciate receiving notification of your resignation at least fourteen (14) calendar days before the intended date of departure.

Resignation (Volunteers)

Volunteer firefighters and support service members may resign their position without any notice. It is requested, but not required, that officers (lieutenants and higher) give notification to resign at least fourteen (14) calendar days before the intended date of departure. Officers who do not give the fourteen (14) day notification will still consider to be resigning in good standing.

Job Elimination, Reduction in Work Hours (Paid Staff)

Our desire is to avoid circumstances that require a reduction in hours or staff, but the District also recognize that situations may arise where such reductions are necessary. Depending upon the circumstances, the District may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, reducing the workforce, or reducing expenses by other means. Among the factors the District will consider in selecting paid staff for any reduced hours or reduction in force are:

- Your department, location, or job;
- Your job knowledge, skills, and ability to do the required work;
- Your performance, attendance, and safety and corrective action history and records;
- Your possession of licenses, registrations, and certifications required by the position;
- Your creativity and teamwork skills;
- Your demonstrated willingness to go the extra mile for the District; and,
- The efficiency of our operation.

Evaluation of these factors is at our discretion and will follow Civil Service Rules for non-exempt staff. When the District concludes that all the factors are substantially equal, the District will reduce the hours of or lay off the staff member with the shortest term of service. An immediate

supervisor/manager will personally notify paid staff of a layoff. After explaining the layoff procedure, you will be given a letter describing the conditions of the layoff, such as the effects on benefits.

Return of District Issued Property (Paid Staff & Volunteers)

Upon separation, either voluntarily or otherwise, you must return all District property in your possession. Such property may include credit cards, vehicles, keys, ID cards, pagers, tools, software, electronic devices, uniforms, this handbook, and any other items in your possession that belong to the District.

Credit for Prior Seniority (Paid Staff)

Paid staff members who voluntarily resigned in good standing from their employment with the Fire District will receive credit for prior time worked for the purposes of benefit eligibility, subject to management approval, if re-employed within twelve (12) months after the resignation date. However, a new anniversary date will be established based on the date of rehire.

Credit for Prior Seniority (Volunteers)

Volunteers who separate from the Fire District in good standing and then later return as a member of the District will receive credit for prior time served as a volunteer for the purposes of years of service recognition. To qualify for time served with the District for promotional opportunities, the volunteer must have no greater than 24 months of separation from the District. Volunteers who separate in good standing and then return will have a new anniversary date which shall be based on the date of rehire.

GENERAL

RESIDENCY

(The section applies to all members)

Volunteers must reside within the Fire District boundaries. However, the Fire Chief or his/her designee can waive this requirement on a case-by-case basis.

Paid staff must live within the Fire District or within thirty (30) minutes of one of the District Fire Stations.

EMERGENCY MEDICAL SERVICES LICENSES & CERTIFICATIONS

(The section applies to all members)

It is the responsibility of the member to comply with all training requirements as set forth by the Oregon Health Authority and/or any other state regulatory agencies. It is also the responsibility of the member to renew and maintain EMS licenses and/or certifications.

The District will pay for renewal fees for Silverton Volunteers and paid staff with the following exception; if you are required to have an EMT license for another employer, the Fire District will not pay for this renewal or other associated fees. Additionally, any late fees assessed due to the lack of timely renewal will be the responsibility of the member.

MEMBERSHIP IN ASSOCIATIONS AND/OR ORGANIZATIONS

(The section applies to all members)

The District supports and encourages our members to become active in associations or organizations which support the District in its overall goal. The associations or organizations should have a direct connection to the Fire Service or District, i.e.; Oregon Fire Chief's Association, Oregon Volunteer Firefighter's Association, etc. Upon request, the District may fund your participation in one association or organization. If so approved and you are a paid staff member, you may be allowed time off with pay to attend the annual conference or meetings at the District's sole discretion. Other costs (mileage, room, meals and etc.) may be paid by the District, upon approval of the Fire Chief or his or her designee. All requests should be in writing.

UNIFORMS

(The section applies to all members)

The District will determine the type and style of uniforms and clothing to be worn while on duty, and shall provide the member with said uniforms and clothing. All apparel provided to the member will be maintained and washed by the member except in the event of contamination; the District will launder, or if necessary, replace the garment.

Uniforms will be worn in compliance with the Uniform Operational Guideline. Repair and/or replacement of uniform components need to be brought to the attention of the District Quartermaster.

If you are required to have personal protective equipment (PPE), the District will supply said PPE and maintain them. If your volunteer or paid staff status is terminated, you will be required to return all issued District equipment and clothing or reimburse the District for their replacement cost.

DISTRICT VEHICLES

(The section applies to all members)

District owned vehicles use shall be limited to official District activities. Other uses may be approved by the Fire Chief or his/her designee. Select paid staff and volunteers may have District vehicles issued to them for Fire District use. If you are assigned a vehicle, you will be expected to maintain it (the Maintenance Officer will take care of bigger maintenance issues). In addition, you should remember that every time you are in the vehicle you are representing the District. The District reserves the right to withdraw the use of the vehicle at any time.

It is expected that you will follow all laws concerning the use of motor vehicles while in a District vehicle. You will be held responsible for any citation or fines if you receive one, in addition you may lose the use of the vehicle and be subject to discipline.

Member's Notes

Silverton Fire District
HANDBOOK RECEIPT ACKNOWLEDGMENT FORM

This handbook has been compiled to inform you of the practices and benefits that affect you. Because these benefits and practices may change from time to time, you will be given replacement pages as those changes occur. If you have questions or suggestions for improvement in the operation of the District, you may at any time contact either your supervisor or the Fire Chief. You may keep this copy of the handbook. You may want to show it to your family or those that help support you.

Once you have read the handbook, please read the acknowledgement statement below and sign and date and return it to the Office Administrator. It will be placed into your permanent personnel file.

"I have received and read the Silverton Fire District's Member Handbook and understand its contents. I understand that this document does not constitute a written contract for employment and that no one other than the Fire Chief has the authority to enter into such a contract. I understand that my employment is at will, which means that I may resign my employment or the Fire District may terminate my employment at any time and for reason with or without notice, unless I am a paid staff member covered by an employment agreement. I understand this document supersedes all previous handbooks of the Fire District. I understand that the Member Handbook contains important information about Silverton Fire District's policies, work rules, and my benefits. I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand."

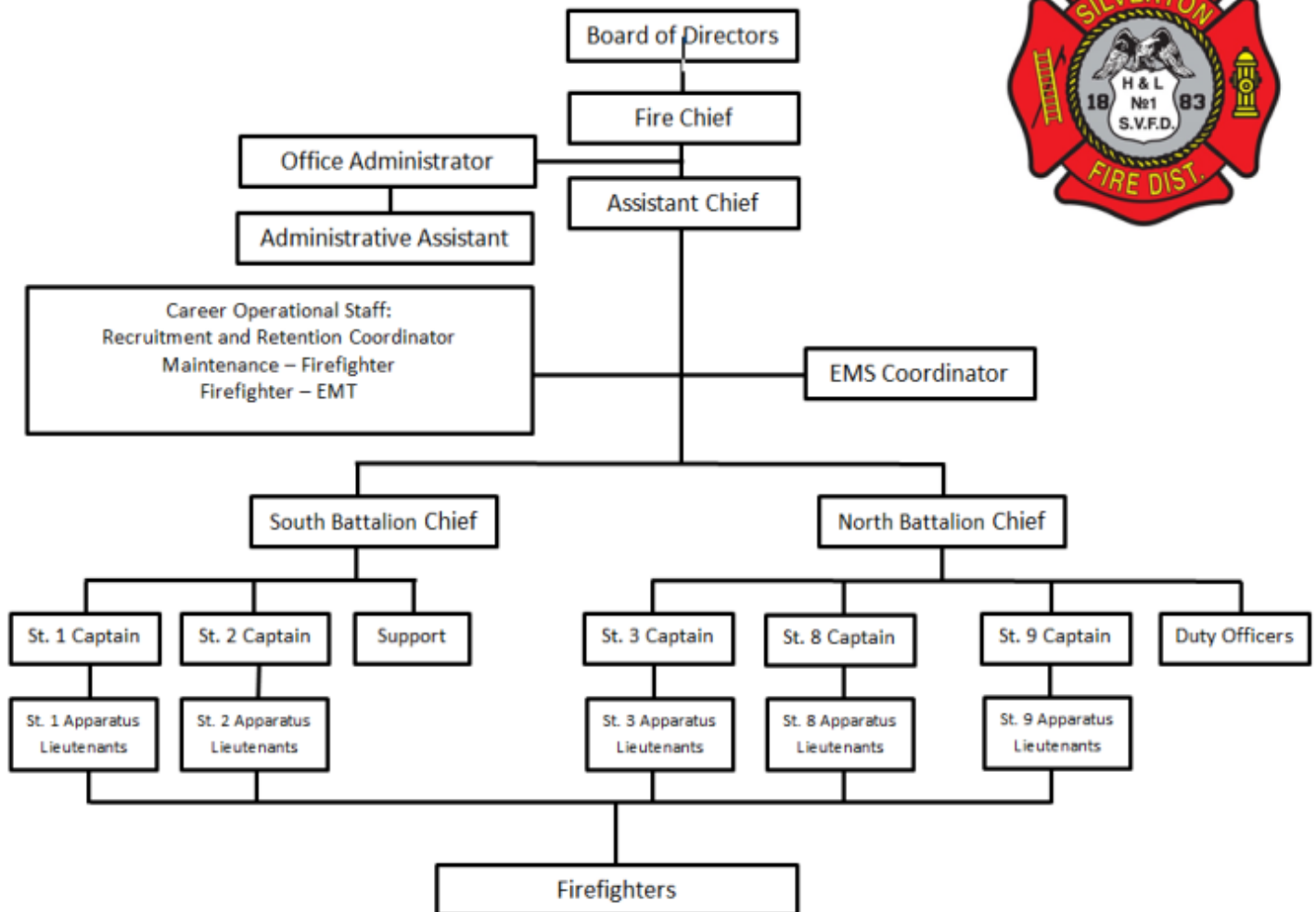
Member Signature

Date

Print Member Name

ATTACHMENT A

Silverton Fire District
Organizational Chart



ATTACHMENT B

Silverton Fire District Salary Step and Longevity Schedule

July 1, 2023 through June 30, 2024

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	10 Years	15 Years	20 Years
Fire Chief	Hourly	\$ 61.11	\$ 64.17	\$ 66.09	\$ 68.07	\$ 70.12	\$ 72.22	\$ 74.39	\$ 76.62
	Monthly	\$ 10,592.68	\$ 11,122.31	\$ 11,455.98	\$ 11,799.66	\$ 12,153.65	\$ 12,518.26	\$ 12,893.81	\$ 13,280.62
	Annually	\$ 127,112.15	\$ 133,467.75	\$ 137,471.79	\$ 141,595.94	\$ 145,843.82	\$ 150,219.13	\$ 154,725.71	\$ 159,367.48
Assistant Chief	Hourly	\$ 47.47	\$ 49.84	\$ 51.33	\$ 52.87	\$ 54.46	\$ 56.09	\$ 57.78	\$ 59.51
	Monthly	\$ 8,227.28	\$ 8,638.64	\$ 8,897.80	\$ 9,164.73	\$ 9,439.67	\$ 9,722.86	\$ 10,014.55	\$ 10,314.99
	Annually	\$ 98,727.31	\$ 103,663.67	\$ 106,773.58	\$ 109,976.79	\$ 113,276.10	\$ 116,674.38	\$ 120,174.61	\$ 123,779.85
Office Admin	Hourly	\$ 30.68	\$ 32.22	\$ 33.19	\$ 34.18	\$ 35.21	\$ 36.26	\$ 37.35	\$ 38.47
	Monthly	\$ 5,318.69	\$ 5,584.62	\$ 5,752.16	\$ 5,924.73	\$ 6,102.47	\$ 6,285.54	\$ 6,474.11	\$ 6,668.33
	Annually	\$ 63,824.25	\$ 67,015.47	\$ 69,025.93	\$ 71,096.71	\$ 73,229.61	\$ 75,426.50	\$ 77,689.29	\$ 80,019.97
Admin Asst.	Hourly	\$ 24.40	\$ 25.62	\$ 26.39	\$ 27.18	\$ 28.00	\$ 28.84	\$ 29.70	\$ 30.59
	Monthly	\$ 4,229.40	\$ 4,440.87	\$ 4,574.10	\$ 4,711.32	\$ 4,852.66	\$ 4,998.24	\$ 5,148.19	\$ 5,302.63
	Annually	\$ 50,752.82	\$ 53,290.46	\$ 54,889.18	\$ 56,535.85	\$ 58,231.93	\$ 59,978.88	\$ 61,778.25	\$ 63,631.60
FF/EMT Recruiter	Hourly	\$ 26.71	\$ 28.05	\$ 28.89	\$ 29.76	\$ 30.65	\$ 31.57	\$ 32.52	\$ 33.49
	Monthly	\$ 4,630.49	\$ 4,862.01	\$ 5,007.87	\$ 5,158.11	\$ 5,312.85	\$ 5,472.24	\$ 5,636.41	\$ 5,805.50
	Annually	\$ 55,565.86	\$ 58,344.15	\$ 60,094.47	\$ 61,897.31	\$ 63,754.23	\$ 65,666.85	\$ 67,636.86	\$ 69,665.97
FF/EMT Maintenance	Hourly	\$ 28.76	\$ 30.20	\$ 31.10	\$ 32.04	\$ 33.00	\$ 33.99	\$ 35.01	\$ 36.06
	Monthly	\$ 4,985.23	\$ 5,234.49	\$ 5,391.52	\$ 5,553.27	\$ 5,719.87	\$ 5,891.46	\$ 6,068.21	\$ 6,250.25
	Annually	\$ 59,822.74	\$ 62,813.88	\$ 64,698.30	\$ 66,639.25	\$ 68,638.42	\$ 70,697.58	\$ 72,818.50	\$ 75,003.06
FF/EMT	Hourly	\$ 25.19	\$ 26.45	\$ 27.25	\$ 28.06	\$ 28.90	\$ 29.77	\$ 30.67	\$ 31.59
	Monthly	\$ 4,366.71	\$ 4,585.04	\$ 4,722.59	\$ 4,864.27	\$ 5,010.20	\$ 5,160.50	\$ 5,315.32	\$ 5,474.78
	Annually	\$ 52,400.46	\$ 55,020.49	\$ 56,671.10	\$ 58,371.23	\$ 60,122.37	\$ 61,926.04	\$ 63,783.82	\$ 65,697.34
FF/EMT	Hourly	\$ 24.40	\$ 25.62	\$ 26.39	\$ 27.18	\$ 28.00	\$ 28.84	\$ 29.70	\$ 30.59
	Monthly	\$ 4,229.40	\$ 4,440.87	\$ 4,574.10	\$ 4,711.32	\$ 4,852.66	\$ 4,998.24	\$ 5,148.19	\$ 5,302.63
	Annually	\$ 50,752.82	\$ 53,290.46	\$ 54,889.18	\$ 56,535.85	\$ 58,231.93	\$ 59,978.88	\$ 61,778.25	\$ 63,631.60

To calculate hourly wage for 8 hour schedule, divide annual salary by 2080 hours.

Employee receives salary step increase on the annual anniversary of their date of hire.

Employee receives longevity pay at the beginning of their 10th, 15th, and 20th year of service.

Salary Step & Longevity Schedule reflects a 6% COLA increase across all steps effective July 1, 2023.