

SILVERTON FIRE DISTRICT



MEMBER HANDBOOK

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II INTRODUCTION

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.

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. They serve four (4) year terms and meet once a month on the second Tuesday. Board meetings are general public meetings and you may 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.

This Handbook uses the term "members" to refer to both 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.

All paid staff members and volunteers are "at-will" members. This means that the paid staff members or volunteers 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 employment agreements or collective bargaining agreements with certain members. In those instances where there is a contractual agreement, the agreement will generally provide the terms of employment. In the event of an express conflict between this handbook and an employment agreement or Collective Bargaining Agreement (CBA), the terms of the employment agreement or CBA will prevail.

III PURPOSE OF THE HANDBOOK – PAID STAFF AND VOLUNTEERS

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 policy and procedures 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 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.

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.

IV EQUAL EMPLOYMENT OPPORTUNITY – PAID STAFF AND VOLUNTEERS

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

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.

Fire 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 employment or volunteer 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 employment 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.

V HARASSMENT AND DISCRIMINATION – PAID STAFF AND VOLUNTEERS

Discrimination, harassment and retaliation are not acceptable. Discrimination, Harassment or retaliation of an applicant, contractor, vendor, customer, District member(s), 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 is explicitly in violation of State and/or Federal law and will not be tolerated by the Silverton Fire District.

It is critical that all members treat all other members with dignity and respect. This portion of the handbook applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, reinstatement, transfer, leave of absence, compensation and training.

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

- A. District Member(s)- Board members, supervisors, managers, volunteers, resident volunteers or employee by a supervisor, management employee or co-worker. Hereby referred to as member(s).
- B. 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. This includes but is not limited to inappropriate sexually-oriented comments on appearance, including dress or physical features, sexual rumors, and race oriented stories.
- C. 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.

- D. 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.

- E. Sexual Harassment- For the purposes of this handbook, “sexual harassment” is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Under Oregon Law sexual assault is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

Complaint Process

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.

E. External Complaint Options

The District encourages concerns or complaints are brought to the organization, 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:

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.

F. Employment 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.

G. 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.

VI CHAIN OF COMMAND AND ORGANIZATIONAL CHART – PAID STAFF AND VOLUNTEERS

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 has 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.

VII ATTENDANCE, LEAVES AND ACCUMULATION – PAID STAFF

This Section pertains to your attendance requirements, permitted leave and accumulation of benefits.

All leaves and benefits discussed in this Section pertain to paid staff only.

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

Working Hours

Regular attendance and punctuality are essential for efficient operation. If you are unable to get to work on time, you must notify your Supervisor or the Fire Chief as soon as you know your punctuality will be affected. Any unauthorized absence will be deemed absence without pay and 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. The normal workday consists of eight (8) hours (40 hours per week) as scheduled by the Fire Chief or his/her designee.

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 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.

Sick Leave

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 1 day (8 hours) for each full month of service completed. There is an accrual limit of 145 days (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 doctor's certificate may be required before approval of paid sick leave of more than three (3) days. 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.

Reporting Requirements

When a paid staff member is ill or has an injury that prevents them from performing their job, they must contact their immediate supervisor as soon as they know that they cannot report for work. This can be done via voice contact on 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 voice contact on the 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 an 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 an 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 only 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.

Job Related and Non-Job Related Injury and Illness - Light/Modified Duty

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

Any paid staff member who is injured 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 or illness. Modified duty may be available for those persons who have temporary disabilities with approval of their personal health care provider at the Fire Chief's or designee's sole discretion. While on modified duty, an paid staff member shall receive his or her full benefits without loss of sick leave. Modified duty shall consist of such a work schedule as approved by the personal 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 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 personal 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.

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 five 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.

Injury and/or Illness as it Relates to Job Duties

Regardless if an injury and/or illness occurs while working or on the paid staff member's own time, if a physician documents that the paid staff member will not be able to perform their job function(s)/duties as outlined in the paid staff member's job 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 paid staff member.

Vacation

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. Employees 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. Employees 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 employee is retiring from the established retirement system (PERS) and the employee gives a minimum of twelve months written

notice. Should the employee not retire from the established retirement system (PERS) on the date indicated in the written notice, the employee 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 certain paid staff members take time off in regards to the operational needs of the Fire District. 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 vacation leave.

Comp Time

Comp time, time received in lieu of overtime, is used for time off and is requested in the same manner as vacation time. No more than 40 hours may be accrued by the paid staff member. Comp time will be paid in full to the paid staff member upon separation from the District.

Holidays

The Silverton Fire District observes the following holidays:

- 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.

Emergency Leave

We recognize 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 member's 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.

Military Leave

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

Jury Duty

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.

Bereavement Leave

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.

Leave of Absence

The Fire Chief or his/her designee, at his or her sole discretion may grant paid staff member in good standing unpaid leaves of absence for up to sixty (60) days. Written approval is required from the Fire Chief or his/her designee 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.

Education Leave

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.

VIII WORK WEEK, ATTENDANCE, LEAVES & JOB RELATED INJURY & ILLNESS – VOLUNTEERS

All leaves and benefits discussed in this Section pertain to Volunteer Members only.

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).

Attendance – Established Wednesday Evening Drills

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 established Wednesday drills 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 number of Wednesday evening drills 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 Wednesday Drills during each quarter.
- Support Services
Support Services personnel are required to attend 4 or more of Fire District Wednesday Drills during each quarter.

- **EMS Support**
EMS Support personnel are required to attend 4 or more of Fire District Wednesday Drills during each quarter.
- **Tender Operator**
Tender Operators are required to attend 4 or more of Fire District Wednesday Drills during each quarter.

Leave of Absence

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

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

Jury Duty

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).

Injury and Illness (Not District Related)

Should a volunteer have an off the job injury and/or illness that prevent them from performing their job functions as described in the Volunteer job description, the Fire

Chief or his/her designee shall be notified immediately. The volunteer will be put on medical leave.

Before being cleared to attend and/or perform at District activities, a release by their personal 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.

Job Related Injury and Illness - Light/Modified Duty

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. 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 who is injured or becomes ill as the result of Fire District activities 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 personal 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.

Injury and/or Illness as it Relates to Job Duties:

Regardless if an injury and/or illness occurs while working or on the Volunteer's own time, if a physician documents that the Volunteer will not be able to perform their job function(s)/duties as outlined in the Volunteer's job 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.

IX MEMBER CLASSIFICATIONS – PAID STAFF AND VOLUNTEERS

Full Time – Paid Staff

The District has developed regular work schedules to ensure consistency in service and to give members assurances of regular working hours.

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.

3/4 Time – Paid Staff

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.

½ Time – Paid Staff

For half time paid staff members, the work week consists of 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 leaves or benefits except for those required by law for this class of members.

Temporary – Paid Staff and Volunteers

From time to time, the District may find it necessary to employ 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, 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.

Volunteers who backfill for paid members deployed on conflagration 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.

Overtime – Paid Staff

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, 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.

Time Sheets - Paid Staff and 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.

Should an paid staff member work overtime, use sick time, use vacation or comp 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.

Probation – Paid Staff and 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.

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. 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.

Pay Scale (Step Increases) and Longevity Pay – Paid Staff

Effective July 1, 2022, employees shall be paid according to classification and rates of pay established in the attached document titled "Attachment B, Salary Step and Longevity Schedule". New hires will begin on Step 1. Employees shall be eligible for the following salary steps on their annual anniversary (hire) date: Step 2- 5%, Step 3- 3%, Step 4- 3%, Step 5- 3%. Volunteer years of service does not factor into the salary scale.

Longevity Pay - The District recognizes the importance of retaining employees and the contributions to the organization they provide as senior members. Effective July 1, 2022, employees 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 employee's

10th, 15th, and 20th year. The percentage is calculated off the top step (Step 5) of the employee's held position and includes years of service as a Silverton Fire District full-time career employee. Volunteer years of service do not factor into longevity wage increases.

X BENEFITS – PAID STAFF AND VOLUNTEERS

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.

Health Insurance – Paid Staff

The District provides medical, dental, and vision insurance coverage for all full-time and $\frac{3}{4}$ time paid staff only. Presently, the District covers 90% of the cost of the insurance premiums. The paid staff member is responsible for the other 10%. New full-time paid staff members are eligible for District coverage after one (1) month. Family members can be added to your coverage at an additional cost. Part-time paid staff members are not eligible for this benefit.

Deferred Compensation in Lieu of Insurance Coverage – Paid Staff

If you are a full-time or $\frac{3}{4}$ time paid staff member and elect to not participate in the health insurance coverage, the District will pay 90% of the single person rate of the monthly cost of health insurance 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 change to insurance benefits you may need to wait until the next open enrollment of insurance to do so.

Dental Insurance - Paid Staff

The Fire District currently provides dental insurance at no cost to all full-time and $\frac{3}{4}$ time paid staff members. Family members can be added to your coverage at an additional cost. Part-time paid staff members are not eligible for this benefit.

Life Insurance – Paid Staff and 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 your beneficiaries are current.

Public Safety Employee Assistance Program (EAP) – Paid Staff and Volunteers
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

P.E.R.S. – Paid Staff

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

Use of District Vehicles – Paid Staff and Volunteers

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.

Uniforms – Paid Staff and Volunteers

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.

Travel Expense – Paid Staff and Volunteers

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 Federal 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.

XI DRUGS AND ALCOHOL – PAID STAFF AND VOLUNTEERS

Purpose

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 the this section may result in an intervention action and/or discipline, up to and including discharge, or in not being hired.

Scope

This section applies to all Silverton Fire District members (paid staff, volunteers and elected officials) and applicants for employment.

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 policy. 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.

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 policy, "supervisor" shall refer to, Lieutenants, Captains and Chief Officers.

Guidelines

Prohibited Conduct. The following conditions and activities are expressly prohibited.

- A member shall not respond to an alarm, drill or other district event while under the influence of alcohol or drugs.
- Unlawfully manufacture, distribute, dispense, possess or use a controlled 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.

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 dismissal.

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 policy 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 policy 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 an 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 an 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 policy. 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 district 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 policy, 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 discharge. Any member who refuses to take a drug or alcohol test to comply with this policy 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 job 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.

XII DISCIPLINARY PROCESS – PAID STAFF AND VOLUNTEERS

General

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 Policy 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 discharge. 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 organization.

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
- Dismissal

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 dismissal 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.

XIII GENERAL – PAID STAFF AND VOLUNTEERS

Safety

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

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. We need the full cooperation and effort of everyone to integrate loss prevention activities into both normal and non-routine business operations.

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.

Safety Committee

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.

Residency

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.

Loss of Badge or Identification

In the event that you lose your District badge or identification you will need to immediately report your loss in writing to the Fire Chief.

General Conduct

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.

Membership in Associations and/or Organizations

The District supports and encourages our members to become active members 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.

Recall from Off Duty – Paid Staff

Because of the nature of District work, all paid staff members are subject to recall. You shall report when called, providing you are physically capable of performing your regular duty. If you are officially recalled for duty and are eligible, you may receive overtime if you qualify for overtime payments.

Phone Use

The 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. Keep personal calls to a minimum. No long distance or collect personal phone calls shall be charged to the District. 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.

Political Activity while at Work

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.

Performance Appraisal (Evaluations) – Paid Staff and Volunteers

The performance appraisal is defined as the periodic process of identifying, evaluating and developing the work performance of employees to help achieve the goals and objectives of the organization. A set of employee expectations and goals (employee job description) is used in the appraisal process.

Paid staff should be evaluated on an annual basis preferably on or near the employee's hire anniversary date. The evaluator should be the employee'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 employee'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.

Emergency Medical Services Licenses and Certifications

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. However, any late fees assessed due to the lack of timely renewal will be the responsibility of the member.

XIV

MEMBER ACKNOWLEDGMENT

Conclusion

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 anytime 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 statement on the next page and sign and date the receipt and return it to the Fire Chief. It will be placed into your permanent personnel file.

Member Handbook Acknowledgment

"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 or collective bargaining agreement that provides otherwise. I understand this document supersedes all previous handbooks of the Fire District."

MEMBER NAME: _____

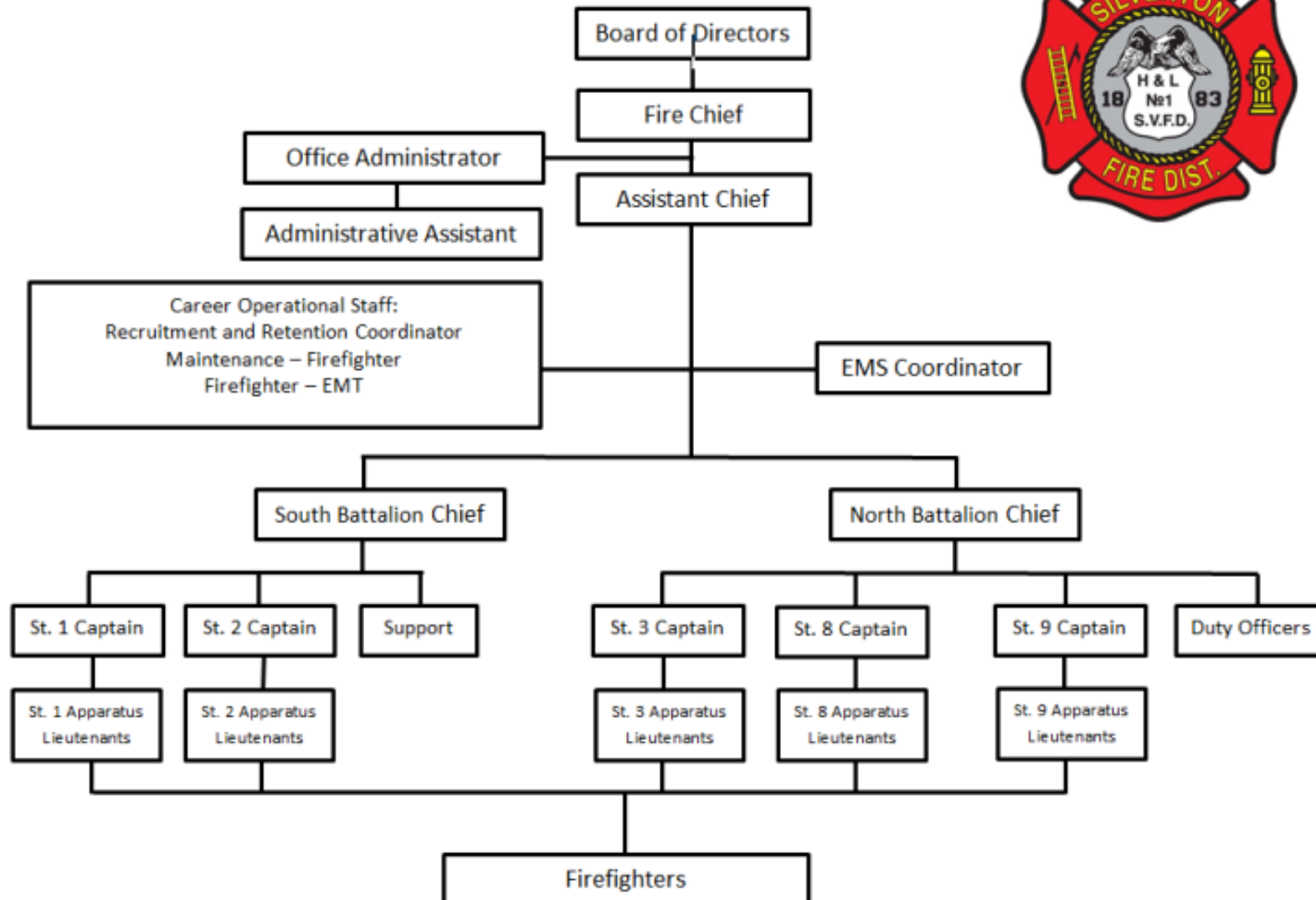
MEMBER SIGNATURE: _____

DATE: _____

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ATTACHMENT A

Silverton Fire District
Organizational Chart



ATTACHMENT B

Silverton Fire District Salary Step and Longevity Schedule

July 1, 2022 thru June 30, 2023

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	10 Years	15 Years	20 Years
Fire Chief	Hourly	\$ 57.65	\$ 60.54	\$ 62.35	\$ 64.22	\$ 66.15	\$ 68.13	\$ 70.18	\$ 72.28
	Monthly	\$ 9,993.09	\$ 10,492.75	\$ 10,807.53	\$ 11,131.76	\$ 11,465.71	\$ 11,809.68	\$ 12,163.97	\$ 12,528.89
	Annually	\$ 119,917.12	\$ 125,912.97	\$ 129,690.36	\$ 133,581.07	\$ 137,588.50	\$ 141,716.16	\$ 145,967.64	\$ 150,346.67
Assistant Chief	Hourly	\$ 44.78	\$ 47.02	\$ 48.43	\$ 49.88	\$ 51.38	\$ 52.92	\$ 54.51	\$ 56.14
	Monthly	\$ 7,761.58	\$ 8,149.66	\$ 8,394.15	\$ 8,645.97	\$ 8,905.35	\$ 9,172.51	\$ 9,447.69	\$ 9,731.12
	Annually	\$ 93,138.97	\$ 97,795.92	\$ 100,729.79	\$ 103,751.69	\$ 106,864.24	\$ 110,070.17	\$ 113,372.27	\$ 116,773.44
Office Admin	Hourly	\$ 28.95	\$ 30.40	\$ 31.31	\$ 32.25	\$ 33.21	\$ 34.21	\$ 35.24	\$ 36.29
	Monthly	\$ 5,017.63	\$ 5,268.51	\$ 5,426.57	\$ 5,589.36	\$ 5,757.04	\$ 5,929.76	\$ 6,107.65	\$ 6,290.88
	Annually	\$ 60,211.56	\$ 63,222.14	\$ 65,118.80	\$ 67,072.37	\$ 69,084.54	\$ 71,157.07	\$ 73,291.78	\$ 75,490.54
Admin Asst.	Hourly	\$ 23.02	\$ 24.17	\$ 24.90	\$ 25.64	\$ 26.41	\$ 27.20	\$ 28.02	\$ 28.86
	Monthly	\$ 3,990.00	\$ 4,189.50	\$ 4,315.19	\$ 4,444.64	\$ 4,577.98	\$ 4,715.32	\$ 4,856.78	\$ 5,002.48
	Annually	\$ 47,880.02	\$ 50,274.02	\$ 51,782.24	\$ 53,335.71	\$ 54,935.78	\$ 56,583.85	\$ 58,281.37	\$ 60,029.81
FF/EMT Recruiter	Hourly	\$ 25.20	\$ 26.46	\$ 27.26	\$ 28.07	\$ 28.92	\$ 29.78	\$ 30.68	\$ 31.60
	Monthly	\$ 4,368.38	\$ 4,586.80	\$ 4,724.41	\$ 4,866.14	\$ 5,012.12	\$ 5,162.49	\$ 5,317.36	\$ 5,476.88
	Annually	\$ 52,420.62	\$ 55,041.65	\$ 56,692.90	\$ 58,393.68	\$ 60,145.50	\$ 61,949.86	\$ 63,808.36	\$ 65,722.61
FF/EMT Maintenance	Hourly	\$ 27.13	\$ 28.49	\$ 29.34	\$ 30.22	\$ 31.13	\$ 32.07	\$ 33.03	\$ 34.02
	Monthly	\$ 4,703.05	\$ 4,938.20	\$ 5,086.34	\$ 5,238.93	\$ 5,396.10	\$ 5,557.99	\$ 5,724.72	\$ 5,896.47
	Annually	\$ 56,436.55	\$ 59,258.37	\$ 61,036.12	\$ 62,867.21	\$ 64,753.22	\$ 66,695.82	\$ 68,696.70	\$ 70,757.60
FF/EMT Fire Prevention	Hourly	\$ 23.77	\$ 24.95	\$ 25.70	\$ 26.47	\$ 27.27	\$ 28.09	\$ 28.93	\$ 29.80
	Monthly	\$ 4,119.53	\$ 4,325.51	\$ 4,455.28	\$ 4,588.93	\$ 4,726.60	\$ 4,868.40	\$ 5,014.45	\$ 5,164.89
	Annually	\$ 49,434.40	\$ 51,906.12	\$ 53,463.31	\$ 55,067.21	\$ 56,719.22	\$ 58,420.80	\$ 60,173.42	\$ 61,978.63
FF/EMT EMS Coordinator	Hourly	\$ 23.02	\$ 24.17	\$ 24.90	\$ 25.64	\$ 26.41	\$ 27.20	\$ 28.02	\$ 28.86
	Monthly	\$ 3,990.00	\$ 4,189.50	\$ 4,315.19	\$ 4,444.64	\$ 4,577.98	\$ 4,715.32	\$ 4,856.78	\$ 5,002.48
	Annually	\$ 47,880.02	\$ 50,274.02	\$ 51,782.24	\$ 53,335.71	\$ 54,935.78	\$ 56,583.85	\$ 58,281.37	\$ 60,029.81

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 4% COLA increase across all steps effective July 1, 2022.