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1. INTRODUCTION TO THE PERSONNEL POLICY MANUAL

Marion County Fire District #1 (MCFD1) has developed this Personnel Policy Manual to provide answers to the questions that most frequently arise regarding our basic policies and rules for employees. The Manual covers all* employees of MCFD1.

It is important that you understand that this Manual is not intended to serve as a contract for continued or future employment or benefits at any level. Because our ability to serve the public and provide employment to employees depends upon public resources, MCFD1 reserves the right to change or discontinue any benefit plan, policy, or practice at any time as it determines appropriate to ensure an efficient operation of MCFD1. Likewise, nothing in this Manual should be construed as a guarantee of continued employment, but rather, employment with MCFD1 is on an "at-will" basis. This means that the employment relationship may be terminated by you or by MCFD1 at any time for any reason not prohibited by law.

MCFD1 wants to avoid misunderstandings. Consequently, any past or future written or verbal statements contrary or in addition to the guidelines outlined in this Manual must be approved in a writing signed by the Fire Chief (or by the Board of Directors if the change relates to the Fire Chief) in order to be valid. In the event you have questions about your position, your employment status, your job requirements, or any other matter, please discuss your questions with the Fire Chief.

*For union represented employees covered by a current collective bargaining agreement (CBA): in the event that any provision of this Manual is in conflict with the provisions of the CBA governing your employment, the terms of the CBA (and not this Manual) will control on that issue. All other provisions of this Manual will continue to apply to your employment.

*For employees who work in civil service positions: In the event that any provision of this Manual is in conflict with the provisions of MCFD1's current Civil Service Rules, the terms of the Civil Service Rules (and not this Manual) will control on that issue. All other provisions of this Manual will continue to apply to your employment.

*Volunteers are not considered employees of MCFD1 however they are expected to adhere to these policies as applicable to their volunteer position.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICIES

These Equal Employment Opportunity Policies apply to all employees, volunteers, interns and Public Officials for MCFD1 in accordance with applicable law.

NON-DISCRIMINATION POLICY

It is MCFD1's policy to provide equal employment opportunities to all qualified persons without regard to race, religion, color, sex, sexual orientation, gender identity, pregnancy, national origin, mental or physical disability, marital status, age, uniformed/military service or veteran's status, use of the workers' compensation system, expunged juvenile records, or other protected status or activity in accordance with applicable law. We make employment decisions based on our evaluation of an individual's qualifications, ability and contribution to the success of MCFD1.

ANTI-HARASSMENT POLICY

It is also our policy that all employees and other covered individuals have a right to work in an environment where the dignity of each individual is respected. For that reason, we expect all employees to accomplish their work in a business-like manner with concern for the well-being of their coworkers and the Public. Any conduct that could reasonably be viewed as harassment of employees and others covered by this policy, vendors, members of the public, etc. by employees or others covered by this policy is not permitted, regardless of working relationship or supervisory status. Likewise, we do not permit others at our worksites to engage in conduct that could reasonably be viewed as harassment of our employees, volunteers, interns and Public Officials.

Specifically forbidden is conduct related to a person's sex, race, ancestry or ethnic background, age, religion, physical or mental disability, sexual orientation, gender identity, citizenship or other legally protected characteristic. This includes *on or off duty* conduct such as unwelcome sexual advances; innuendoes; requests for dates; unwelcome touching; dirty jokes; offensive or derogatory comments about a person's gender; sexually explicit posters; derogatory comments about transgendered individuals, gays and lesbians, etc.; use of MCFD1 computers or other communication systems to access, send, receive or store material of a sexual nature; swearing or profane language; and other verbal, graphic, electronic or physical conduct of a sexual or gender based nature which has the purpose or the effect of creating a hostile or offensive work environment or otherwise unreasonably interfering with another employee's work.

It also includes racial slurs; ethnic jokes; derogatory comments or gestures about a person's physical or mental limitations or sexual orientation; using MCFD1 computers or communications systems to access, send, receive or store racially, ethnically, age-related, disability related or religiously offensive material; criticizing or making fun of a person's religious beliefs; and other verbal, graphic, electronic, physical or other conduct of a racial, religious, ethnic, age or disability related nature which creates a hostile or offensive work environment or unreasonably interferes with another employee's work.

The above lists are examples of the type of conduct that is prohibited by this policy. Employees and other covered individuals are expected to exercise common sense and refrain from other similar kinds of conduct. Conduct of this nature is prohibited even if it occurs off-duty, if it creates an offensive work environment or unreasonably interferes with another employee's or covered individual's work. You should assume that conduct of this nature is unwelcome and will

offend others. Therefore, you are expected to refrain from engaging in such conduct, regardless of the circumstances. It will not be an acceptable excuse that others participated in the conduct or did not appear to be offended.

In addition, no one should suggest or threaten that cooperation, tolerance or objections to conduct of this nature will have any effect on that employee's employment or status as a volunteer, intern or Public Official with MCFD1. MCFD1 does not base decisions on such factors.

ANTI-RETALIATION POLICY

It is also important for you to understand that MCFD1 respects the rights of its employees and others in our workplace to raise harassment and discrimination concerns and to participate in investigations. We do not allow supervisors, managers or employees to retaliate against employees or other covered individuals who report harassment or discrimination or who cooperate with investigations.

"Retaliation" is broadly construed and means any adverse action against an employee or other covered individual for opposing harassment or discrimination. It may include any on-duty or off-duty conduct, whether directly related to employment or not, that could discourage an employee or other covered individual from making a complaint of discrimination or harassment or testifying, assisting or participating in an investigation, proceeding or hearing. It could also include, but is not limited to conduct such as ostracizing, starting rumors or badmouthing, rude comments, unwelcome teasing or tricks, threats, changing job duties, or giving a negative job reference to a current or former employee, intern, volunteer, etc.

COMPLAINT PROCEDURE

If believe you have been subjected to:

- Discrimination in violation of this Policy or equal employment opportunity laws;
- Any type of harassment, particularly of a sexual, age, racial, ethnic, religious, disability, etc. related nature by any other employee or anyone you come into contact with through your job;
- Retaliation for reporting discrimination or harassment; opposing discrimination or harassment or cooperating with investigations; or
- If you have observed behavior or overheard comments directed at others that raise concerns regarding compliance with this policy:

You should promptly report your concerns to your supervisor, the Personnel Officer, Deputy Chief or the Fire Chief, whomever you feel most comfortable reporting to. If your concern involves one of the people listed above, you are expected to report the concern to a different person on the list. Supervisors who receive a complaint of violation(s) of these policies must immediately notify the Personnel Officer or the Fire Chief of the Complaint and provide the employee or covered individual with a copy of this policy. When the Personnel Officer, Deputy Chief or the Fire Chief receives a report of alleged discrimination, harassment or retaliation, he/she must document what is reported and provide the employee or covered individual with a copy of this policy. All employees and covered individuals who believe that they have been subject to or witnessed conduct in violation of MCFD1's Equal Employment Opportunity Policies are also advised to document those incidents.

We encourage employees and others covered by these policies to report complaints and work with us to informally resolve problems involving harassment. MCFD1's ability to resolve these kinds of problems is dependent on your cooperation in reporting incidents which create an offensive work environment for you. We believe that all our employees have an affirmative obligation to promptly report harassment through our internal complaint procedures.

All employees and other individuals covered by these policies should also be aware that they have the right make complaints to and seek remedies through the Oregon Bureau of Labor and Industries' complaint resolution process or by filing claims in court as well as to pursue their rights under other available laws, whether civil or criminal. MCFD1 does not provide any employee or other covered individual with legal advice. However, all employees and covered individuals should be aware that time limits apply to the ability to pursue civil and criminal complaints. For example, claims made with the Oregon Bureau of Labor and Industries for alleging discrimination or harassment under Oregon law [based on race, color, religion, disability, uniformed/military service, sex, sexual orientation, national origin, marital status or age (18 or older), (or because of this status of anyone the employee associates with), or because of an individual's expunged juvenile record], must generally be filed within 5 years from the date of the alleged unlawful practice. This same statute of limitations applies to such claims filed in court when no Bureau of Labor and Industries claim has been filed. However, conduct that occurred prior to October 2019 is subject to a shorter (1 year) statute of limitations and different statutes of limitations apply under federal law (*generally* claims must be filed within 180 days with the federal EEOC or within 300 days if state or local law prohibits the same conduct and a state or local agency enforces a law that prohibits employment discrimination on the same basis). The statute of limitations for criminal complaints vary based on the nature and degree of the conduct. Please also be aware that Oregon law requires that individuals bringing claims against a public officer, employee or agent of a public body or a public body (e.g. MCFD1) must first provide a notice of claims (often referred to as a Tort Claims Notice). Except as otherwise provided by ORS 30.275 (such as for minority, incompetency or other incapacity), the Tort Claims Notice must generally be provided within 180 days of the alleged loss or injury.

Covered individuals who want more information may contact the Oregon Bureau of Labor and Industries (<https://www.oregon.gov/boli>), local law enforcement, or contact an attorney of their choosing. The Oregon State Bar provides a referral service through which employees may be connected with attorneys. Information regarding this service can be found at: <https://www.osbar.org/public/ris/>. Employees and covered individuals who believe they need counseling or other support services are encouraged to use MCFD1's Employee Assistance Program (EAP). Additional information on the EAP can be found in the Employment Benefits section of this Handbook. The Oregon Health Authority or the Oregon Board of Licensed Professional Counselors and Therapists may also have additional information to help connect you with counseling and other support services. More information can be found on the websites for these agencies at: <https://www.oregon.gov/oha/pages/index.aspx> and <https://www.oregon.gov/obl/pct/Pages/Websites.aspx>.

E. INVESTIGATIONS AND VIOLATIONS

All complaints of violations of MCFD1's Equal Employment Opportunity policies are promptly investigated. If MCFD1 finds that an employee has violated its policy, appropriate disciplinary action up to and including immediate discharge is taken. Action will also be taken to address violations made by volunteers, interns, Public Officials and others who violate our policies, which may include discharge from the volunteer or intern position. In addition, other corrective

action, such as individualized training and other steps may be taken as MCFD1 determines appropriate. For employees and others whose legal rights are determined to have been violated, additional remedies, such as back pay, counseling or medical costs; attorney fees, pain and suffering, and punitive damages may be available.

Notices of leave pending investigation, notice of interviews, due process notices and disciplinary notices are generally maintained in personnel files. Other documents related to complaints and investigations are maintained in confidential files for a *minimum* period of the 5-year statute of limitations or the minimum retention period required under Oregon law, whichever is longer. Such records are generally released only as MCFD1 determines appropriate to defend against legal claims, establish consistency and lack of discrimination, to establish that an employee or covered individual received notice of standards of conduct required under this policy, and when otherwise required by applicable law.

MCFD1 prides itself on its commitment to equal employment opportunities and restricts the types of behavior outlined in its policies, above, regardless of whether that conduct constitutes a legal violation. It is our policy to follow up with the victim of alleged harassment at least once every three months for the calendar year following the date on which we received the report to ensure that any harassment or other policy violations have stopped and that the victim is not subject to retaliation. These follow-up contacts will occur unless the victim objects in writing to this practice. MCFD1 may, in its discretion, also follow up with witnesses and others who cooperated in an investigation, including employees and other covered individuals who reported conduct that was not determined to be a violation of this policy, for the purpose of enforcing anti-retaliation prohibitions. Employees and other covered individuals who have questions or concerns about our Equal Employment Opportunity Policies are encouraged to contact the Human Resources Director or follow the Complaint Procedures outlined in those policies.

F. OTHER INFORMATION

Also, effective October 1, 2020 all employees and other covered individuals should be aware that, MCFD1 will not require or coerce any employee or covered individual to enter into any non-disclosure (confidentiality) or non-disparagement (e.g. agreement not to bad-mouth or criticize) agreement that would prohibit them from discussing alleged discrimination, harassment (including sexual assault) in the workplace. This includes any conduct that occurs between employees/covered individuals, between an employer and the employee/covered individual in the workplace or at a work-related event coordinated by MCFD1, or that occurs between an employee/covered individual and the employer off of MCFD1 property.

Except as otherwise provided by applicable law, effective October 1, 2020, employees and other covered individuals claiming to be aggrieved by workplace harassment may, however, voluntarily request to enter into an agreement (e.g. separation, severance or settlement agreements) containing a confidentiality, non-disparagement and/or no-rehire provision. Although MCFD1 is not obligated to offer or agree to any such separation, severance or settlement agreement, an employee or other covered individual who enters into such an agreement on or after October 1, 2010 will also have the option to revoke the agreement within seven days after it is signed.

G. DISABILITY ACCOMMODATION

MCFD1 is committed to complying fully with state and federal disability and pregnancy accommodation laws. Consequently, if you require workplace modifications or other assistance

to accommodate your disability or pregnancy (including but not limited to pregnancy, childbirth or a related medical condition, such as lactation), it is your responsibility to contact the Personnel Office or the Fire Chief to make sure we are aware of not only your disability or pregnancy, but also your need for accommodation.

Reasonable accommodations may include acquisition or modification of equipment or devices, schedule modifications, and other job modifications that are intended to enable a pregnant or disabled employee to perform his or her essential job duties, unless those accommodations create an undue hardship for MCFD1.

If you advise us of a condition that you believe requires accommodation, we consider your condition, job requirements and limitations, etc. and discuss the matter with you to determine what, if any, reasonable accommodations can be made to enable you to perform your job duties in a safe and satisfactory manner. All employees are expected to cooperate with our requests for medical confirmation of the condition they believe constitutes a disability, as well as requests for medical confirmation of the current, precise limitations on their ability to perform their job duties based on pregnancy or disability. MCFD1 does not create positions to accommodate employees. However, if, even with any required reasonable accommodation, an employee is unable to perform their essential job duties, we are receptive to exploring opportunities to place disabled employees in other available positions that are, with or without reasonable accommodation, suited to their skills and limitations. If, for any reason, an accommodation is made that you feel is not effective, you are expected to promptly notify the Personnel Officer of the problem.

F. BULLYING BEHAVIORS

Workplace bullying conduct generally includes repeated verbal and/or non-verbal conduct that is malicious, vindictive, cruel, or deliberately hurtful, etc. to others in the workplace. Bullying behaviors include those that have the effect or purpose of threatening, embarrassing, humiliating, intimidating, insulting, offending or sabotaging / undermining another employee; and/or interfering with an employee's performance. *Note:* Bullying does not include legitimate workplace disciplinary or other corrective action by your supervisor or MCFD1 management.

Bullying behaviors negatively impact the health and well-being of the workplace as a whole and are prohibited. All employees are expected to conduct themselves professionally in the workplace and in their interactions with others at work and refrain from engaging in bullying behaviors. This includes being aware of and making any necessary adjustments to your tone, volume, body language, and other manner of communication in the workplace.

If you believe you need assistance in communicating or resolving disputes and differences with coworkers, you are encouraged to contact the Personnel Officer. Employees who believe that they are being subject to bullying behaviors or witness others being subject to bullying behaviors should use the Complaint Procedure, in Section D., above.

3. EMPLOYMENT STATUS

All employees are classified as probationary, regular full-time, regular part-time, temporary/seasonal or casual, as explained below. Employee classifications are used to determine compensation, benefit eligibility and other employment conditions. Employee classifications are not used to change any employee's at-will employment status. Rather, except as specifically provided otherwise in a current collective bargaining agreement covering your employment or current civil service rules applicable to your employment, all employees are employed on an "at-will" basis regardless of their classification. If you have any questions about your position or classification, please contact your supervisor or the Fire Chief.

A. INITIAL PROBATIONARY PERIOD

The probationary period for newly hired shift employees is twelve (12) months from the most recent date of hire with MCFD1. The probationary period for non-represented employees in positions regularly assigned to a 40-hour or 45-hour workweek schedule is six (6) months from the most recent date of hire.

The probationary period is an introductory period, allowing both the employee and MCFD1 an opportunity to evaluate one another. There is no obligation to continue employment for the entire probationary period and MCFD1 may also increase the length of your probationary period as it determines appropriate based on our evaluation of your performance during the probationary period. Probationary period employees are not eligible for any employment benefits except as specifically provided in this Manual and as required by law.

B. PROMOTION PROBATIONARY PERIOD

In addition to the initial probationary period, employees who are promoted to a higher position classification are required to serve a twelve (12) month probationary period in their new position. At MCFD1's discretion, promoted probationary period employees who do not perform the duties of their new position satisfactorily during the probationary period may be offered the opportunity to return to their former position, provided it is available.

C. REGULAR EMPLOYEES

Regular employees are employees who have been hired for ongoing employment and who have successfully completed the probationary period of employment

1. Regular Full-Time: A regular full-time employee is a regular employee who is regularly and consistently scheduled to work 40 or more hours per week on behalf of MCFD1. Regular full-time employees are eligible for all employment benefits outlined in this Manual provided they meet the specific eligibility criteria for that benefit as outlined in this manual or applicable insurance or other formal plan documents, which are controlling.
2. Regular Part-Time: A regular part-time employee is a regular employee who is regularly and consistently scheduled to work less than 40 hours per week on behalf of MCFD1. Regular part-time employees are eligible for prorated employment benefits only as outlined in this Manual (provided they meet the eligibility criteria as outlined in this

Manual or applicable insurance or other formal plan documents, which are controlling) and as required by law.

D. TEMPORARY EMPLOYEES

Those employees whose service is intended to be of limited duration, such as during summer months only, to complete a specific job, or for a specific project are considered temporary employees. Temporary employees who are assigned to fill vacancies in Civil Service Positions are limited to 180 days in any calendar year in such assignments in accordance with the current Civil Service Rules. Non-civil service temporary assignments generally last twelve (12) months or fewer. Temporary employees are not eligible for any employee benefits except as required by law. Temporary employees who are later hired for on-going employment are required to complete a probationary period of employment in their ongoing position.

Temporary employees hired through a temporary employment agency are subject to the District's performance expectations for the services they perform as well as the District's conduct policies in our workplace. Temporary employment agency employees are not, however, eligible for District wage rates/incentives or any other employment benefits through MCFD1. Rather, MCFD1 reports your hours of service and other information to your employing agency, which controls your pay and benefits. As a result, all questions regarding your pay and benefits should be directed to the employment agency.

E. CHANGES IN STATUS

A temporary assignment of a regular part-time employee to additional hours of work (such as for special projects and/or during busy periods), or the extension of a temporary employee's assignment does not change the employee's classification status for benefit eligibility purposes except when otherwise required by an applicable CBA. To avoid misunderstandings, all changes in employment status from one classification to another must be confirmed in writing by the Personnel Officer in order to be valid.

4. WORK SCHEDULES, HOURS AND WAGES

A. WORK SCHEDULES AND HOURS

MCFD1 provides services to the public 24-hours per day, 7 days per week. Employee work schedules vary by position. In all cases, the Fire Chief or his designee will inform you of the hours that you are required to work. *Note: Union employees should refer to the current CBA for more information on applicable work schedules.*

All employees are expected to be on time and arrive prepared to begin work at your scheduled starting time. Likewise, all employees are expected to work until their scheduled quitting time and to limit their meal and rest breaks to designated times. If you need to leave work during your scheduled working time, you must obtain approval from your supervisor before leaving.

B. CHANGES TO WORK SCHEDULES AND HOURS

Although MCFD1 is interested in providing employees with a steady work schedule, our ability to do so depends on our assessment of work needs and budgetary considerations. *Nothing in this Manual is intended to be a guarantee of employment for a specified number of hours per week or day.* Any employee's work schedule may be changed, may be reduced in hours or they may be laid off if MCFD1 determines it is necessary due to budgetary or other business reasons.

MCFD1 also reserves the right to change the schedules and/or hours of all or any part of the workforce. MCFD1 generally strives to provide employees with 14 calendar days advance notice of changes to their regularly assigned work schedule. However, MCFD1 reserves the right to change employee schedules or hours at any time, with or without notice, as we determine appropriate to the management of our organization. *Note: MCFD1 does, however, comply with any applicable provisions of an applicable CBA when changing union employee work schedules.*

C. ATTENDANCE AND ABSENCES FROM WORK

Each employee's presence and performance on the job is important to the overall success of MCFD1's operations and public service goals. When you are absent, someone else must do your job. Therefore, good attendance and promptness are important factors in determining whether your performance is satisfactory. While some allowances may be made for occurrences beyond the employee's control, habitual or excessive countable absenteeism or tardiness, as determined by MCFD1, is subject to disciplinary action up to and including discharge. Countable absences and tardies include all absences and tardies that are not scheduled and approved in advance or otherwise protected by applicable law.

1. Reporting Absences:

- a. Unplanned Absence/Tardiness: If you are unexpectedly unable to report on time or unable to work on a day that you are scheduled to work, you are required to contact your supervisor or Staffing Officer (or the on duty BC if your supervisor is not available) as soon as possible, but **no later than** your scheduled start time. It is your

responsibility to notify us of your need to be absent or tardy each day. If you are ill and unable to call on your own, it is your responsibility to have someone else contact your Supervisor on your behalf. Direct contact with your supervisor must be made. Leaving a message is unacceptable.

- b. Unauthorized Absence: An unauthorized absence is defined as failing to call your supervisor, or report to work without notification, later than 1 hour after your scheduled start time.
 - c. Planned Absences: If you know in advance that you will need to be unavoidably late or absent on a particular day, you must obtain approval from your supervisor so that substitute arrangements can be made to cover your work. For information on requesting extended leaves of absence, please refer to the "Leaves of Absence" section.
 - d. Reporting During Leaves of Absence: The reporting policy for employees who are on extended medical leaves of absence, including employees off work on workers' compensation, is addressed in Section 6, "Leaves of Absence".
2. No Call-No Show: Employees who no-call/no-show for two (2) consecutive workdays are considered to have voluntarily resigned their employment, unless we determine special circumstances existed to justify the lack of notice.
 3. Verification of Absences: MCFD1 may require employees to provide verification of the nature and need for tardiness and/or absences from work to properly designate employee leaves and other protected time off, to administer benefits as well as when management has a suspicion that an employee has falsified the reasons for an absence or otherwise abused its leave policies and benefits.

D. MEAL AND REST BREAKS

1. Meal Periods: Non-exempt employees who work six (6) continuous hours or more are scheduled for an unpaid meal period of at least thirty (30) minutes but not more than one (1) hour. MCFD1 schedules meal periods so that they do not interfere with public service or operations. However, meal periods are generally scheduled near the middle of the work day. Employees who are required to remain on call or whose meal period is interrupted due to the nature of our work are paid for that meal period consistent with applicable collective bargaining provisions or law. These employees are also provided additional unpaid meal periods of at least thirty (30) minutes in accordance with applicable law. Employees are not typically paid for meal periods during training when the employee is completely relieved of duty, unless approved in advance by the Fire Chief.
2. Rest Breaks: MCFD1 provides all non-exempt employees with a paid 15-minute rest break for every 4 hours period of work in accordance with applicable law. MCFD1 schedules your rest breaks so that they do not disrupt work or interfere with operations or public safety. However, rest periods are provided as nearly as possible to the middle of each four (4) hours of work.

MCFD1 also provides female employees with reasonable rest breaks as needed to express breast milk in accordance with Oregon law. Generally, employees who need to

express breast milk are expected to do so during their regularly scheduled meal and rest breaks. MCFD1 also provides employees with a private location (other than a bathroom) to express milk. If you need breastfeeding breaks or locations, please contact the Personnel Officer.

E. OVERTIME AND COMPENSATORY TIME

Bargaining Unit employees should refer to the CBA for applicable overtime and compensatory time information.

All employees are classified as exempt or non-exempt for overtime purposes. Exempt employees are paid a salary that covers all of their hours worked and are not entitled to overtime pay or compensatory time.

Non-exempt non-represented employees are paid overtime (or credited with compensatory time) to the extent required by applicable law.

1. Amount of Overtime Pay:

- a. Non-Exempt, Non-Fire Protection Employees: Non-exempt, non-fire protection employees are paid at the rate of time and one-half (1½) their regular hourly rate for hours in excess of 40 hours in a workweek. Our workweek for overtime purposes starts at 0700 Monday and ends at 0659 the next Monday.
- b. Non-Exempt Fire Protection Employees: The FLSA work cycle for fire protection employees is a 24-day cycle. Non-Exempt Fire Protection employees are paid (or earn compensatory time) at the rate of time and one-half (1 ½) their regular hourly rate of pay for hours actually worked in excess of 182 in a work cycle.
- c. Compensatory Time: All non-fire suppression employees as well as non-shift fire suppression employees assigned to work 40 or 45-hour weeks are eligible to earn compensatory time off *in lieu of* payment for overtime. MCFD1 permits employees to elect overtime pay or compensatory time at their option. The following rules apply to compensatory time accrual and use:

Employees may elect to receive overtime pay or compensatory time at their option for overtime hours worked (as outlined above). Compensatory time is earned at the rate of 1.5 hours for each overtime hour worked. Non-represented 40-Hour employees may accrue a maximum of forty-eight (48) hours of compensatory time off. Thereafter, all overtime worked is paid as overtime pay as outlined above. *Represented employees should refer to the CBA for compensatory time eligibility and accruals.

Requests for compensatory time off should be made to your supervisor as far in advance as possible to allow MCFD1 to plan for your absence. However, MCFD1 grant employee requests for compensatory time off unless your absence on a particular day will unduly disrupt our operations.

For eligible employees, any accumulated and unused compensatory time is paid out on termination or separation of employment at your current regular rate of pay at the

time of termination of employment or your average regular rate of pay during your last 3 years of employment with MCFD1, whichever is higher.

2. Working Overtime: All unscheduled overtime must be authorized by your Supervisor before it is worked unless MCFD1 determines that emergency circumstances existed warranting the unauthorized overtime. In all cases, MCFD1 complies with its wage obligations for all overtime worked and you are expected to accurately report your time worked on your time records. If there are questions about whether any unauthorized overtime was necessary and appropriate to conduct District business or should have been approved, the District may meet with you to evaluate whether you are meeting District standards and expectations, and you may be subject to disciplinary action for unauthorized overtime.

Also, employees should understand that the nature of the services we provide frequently require overtime. As a result, employees are expected to perform any overtime work required by MCFD1 as a condition of employment. If the assignment of overtime work presents a hardship for you, discuss your concern with your supervisor. We consider particular employee needs and desires to the extent we feel it is practical and fair to your coworkers. If you have any questions about the workweek for your position or your obligations under this policy, please contact the Fire Chief.

F. TIME RECORDS

We want to be sure employees are paid for all the work they perform. To accomplish this, we must have an accurate record of your time worked. Employees are expected to accurately reflect the hours actually worked on MCFD1 business each day using the District's designated time tracking method. Misrepresenting hours worked and other intentional falsification of time records is grounds for immediate termination of employment.

G. WAGE POLICY

Refer to current Collective Bargaining Agreement (and not this policy) for current represented personnel wage scale and wage increase information. Non-represented personnel shall refer to the current Resolution for established wages and benefits.

It is MCFD1's goal to pay wages that we feel are fair and competitive. As a result, MCFD1 has established pay plans for all positions which are designed to attract, retain, and reward qualified employees; encourage high performance, morale, and loyalty; and comply with applicable laws. Each pay plan includes a minimum and maximum wage rate.

MCFD1 generally reviews employee wages at the end of the probationary period. Thereafter, employee wages are generally reviewed annually near the beginning of MCFD1's fiscal year. Employees who have not reached to top of their wage range are eligible for step increases. Those employees should, however, understand that wage increases are not automatic. Individual employee wage rates may vary based on length of service/seniority, education/experience, merit/performance, and/or other factors permitted by applicable law. The District does not, however, discriminate in any manner between employees on the basis of an employee's status as a member of a protected class in the payment of wages or other compensation for work of comparable character. If you have questions about your wages, please contact the Personnel Officer.

H. PAY DAYS AND PAY CHECKS

MCFD1 maintains a monthly pay period for all employees. Employees are paid all straight-time and over-time wages due to them for the period between the 1st and last day of the month. Paydays are on the fifth calendar day following the last day of the month. In the event the fifth calendar day falls on a weekend or holiday, employees are paid the preceding business day. For the purpose of this Article, as well as other provisions of this Agreement, "business days" include MCFD1 office's normal days of operation Monday through Friday, excluding holidays. The wages paid to shift employees whose work cycles cut across monthly pay periods include any overtime due to the employee at the end of the work cycle, as well as any premium pay adjustments which were earned during the previous monthly pay period.

1. Payroll Deductions and Direct Deposits: MCFD1, upon receipt of written authorization from any employee, makes appropriate payroll deductions for retirement, credit union, and/or approved savings plans. Employees are permitted up to a maximum of two (2) individualized voluntary deductions, over deductions made for participation in MCFD1 sponsored benefit programs. Employees who have authorized direct deposits of their paychecks are limited to two direct deposit accounts.
2. Corrections to Paychecks: MCFD1 strives to pay employees correctly every time. However, if you have questions or feel your paycheck is not correct, promptly notify the Finance Officer. Corrections are made in accordance with applicable law. By bringing mistakes in payment of your wages to our attention as soon as possible, you will help us make sure you are properly paid for all the work you perform.
3. Payroll Draws: Employees are permitted to receive draws against their wages to a maximum of three (3) draws per fiscal year. Employees who wish to receive a draw during any pay period must complete a "Draw Request" form provided by MCFD1 and must submit the form to Payroll no later than the 15th calendar day of the month. In the event a Draw Request form is timely submitted, the employee is issued a draw check in the amount of up to one half of their regular base wages for that pay period no later than the 20th of the month. The amount of the draw is further limited to the net amount earned as of the date of the draw. Any remaining balanced earned during the month is then paid on the regular payroll date.

5. EMPLOYMENT BENEFITS

For employees covered by a CBA, employee benefits information applicable to your employment is established and governed by the terms of that CBA and applicable law, and not these policies (unless otherwise expressly noted).

Marion County Fire District provides various benefits for its eligible employees including paid holidays, paid vacation benefits, paid sick leave benefits, paid compassionate leave, group medical and dental insurance, long term disability benefits, HRA VEBA, 401a, PERS and deferred compensation benefits, flexible spending accounts, an employee assistance program, and continuing education reimbursement benefits. These policies are intended to provide a general description of the current benefits that employee may be eligible to receive. This Policy Manual does not change or otherwise interpret the terms of official plan documents applicable to any particular benefit (e.g. health insurance, etc.). To the extent that any of the information contained in this Manual is inconsistent with applicable official plan documents, the provisions of the official plan documents control.

Also, nothing contained in the benefit plans described in this handbook creates any promise of employment or future benefits at any level, or a binding contract between the District and its employees, retirees or their dependents, for benefits or for any other purpose. While we hope to be able to continue to provide benefits packages in the future, MCFD1 reserves the right to change or discontinue any benefit plan at any time as we determine appropriate for the management of MCFD1 operations. Employees will be notified of changes. If you have any questions about our current benefit policies, please refer to the Summary Plan Descriptions or contact the Finance Officer.

A. PAID HOLIDAYS

MCFD1 provides paid holiday time off benefits for eligible employees on the following days:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veteran's Day	President's Day (nationally recognized)
	Martin Luther King Day

When a recognized holiday falls on a Saturday, it is observed on the preceding Friday. When a recognized holiday falls on a Sunday, it is observed on the following Monday. For employees working four 10-hour days, if a holiday falls on a regularly scheduled day off, the employee may choose to take either the preceding or following work day off in exchange and as operations allow. MCFD1 respects the right of each employee to worship as his/her faith dictates. Unpaid time off to observe a holiday other than those listed may be arranged with advance notice, verification, and approval from the Fire Chief. Employees will not, however, be granted any paid holidays other than those recognized by MCFD1.

1. Eligibility Requirements: Employees who meet the following criteria are eligible to receive holiday pay:

- a. You must be a probationary full-time or regular full-time employee who is not assigned to work a 24-hour shift, or a salaried exempt employee in any position. Probationary part-time, regular part-time, temporary employees, and all employees assigned to work 24-hour shifts are not eligible for paid holiday benefits.
 - b. You must work your last scheduled work day before the holiday and first scheduled work day after the holiday unless MCFD1 has approved a vacation day off for you in advance or otherwise protected by applicable law, and;
 - c. You must be actively employed on the day of the holiday. Employees on any type of unpaid leave of absence (for which they are not using previously accrued sick or vacation leave benefits) are not eligible for holiday pay.
2. Amount of Holiday Pay for Employees Who Do Not Work On A Holiday: Salaried employees receive a continuation of their salary without deduction for recognized holidays. Eligible hourly employees who are scheduled to work a 40-hour week receive 8-10 hours (depending on regular work schedule) of holiday pay at their regular, straight time hourly rate. Eligible hourly employees who are scheduled to work a 45-hour week receive 9 hours of holiday pay at their regular straight time hourly rate.
 3. Working on a Holiday: Eligible employees who are assigned to work on a recognized holiday paid (or receive compensatory time) at 2.5 times their regular straight time rate of pay (or hours) for all hours actually worked on the holiday.
 4. Holidays During Approved Time Off: When a recognized holiday falls on a regular working day within an eligible employee's approved vacation, compensatory time off, or sick time off, the day is paid as holiday pay and not as vacation pay, compensatory time or sick time.
 5. Veteran's Day Holiday for Veterans: MCFD1 respects the service of our veterans. Even if you are not eligible for paid holiday benefits, the District allows an unpaid holiday day off on Veteran's Day for qualified veterans in Oregon as outlined in this policy. If you would like to take advantage of this benefit, you should submit your request for time off to your supervisor as far in advance as possible (generally at least 21 days in advance) and provide verification of your veteran's status. In rare cases, where granting Veteran's Day off creates a significant economic or operational disruption or other undue hardship, qualified veterans are given the option to select, with management approval an alternative unpaid day off within the year following Veteran's Day as a replacement day.

B. PAID VACATION BENEFITS

1. Eligibility: All non-represented regular full-time and regular part-time employees who have successfully completed their probationary period are eligible to earn paid vacation benefits based on their length of employment. Vacation benefits are calculated beginning with the first day of employment (including a pro-rated amount for the first, partial month of employment), but are not considered to be earned until the employee has successfully completed the probationary period. Thereafter, benefits are earned upon completion of each full month of employment as outlined below. Probationary period and temporary employees are not eligible to earn or use any paid vacation benefits during the first 6-months, unless receiving approval by the Fire Chief.

2. Amount of Vacation Benefits: The amount of paid vacation benefits non-represented employees are eligible to earn depends on their position and length of service with MCFD1 as outlined in the approved wage and Benefit Resolution.

Vacation benefits are earned only for periods of work on behalf of MCFD1. Paid vacation benefits do not accrue during any period of unpaid leave of absence for any eligible employees, regardless of your regularly assigned work schedule. Employees on any type of unpaid leave of absence (for which they are not using previously earned vacation, comp or sick leave benefits) during a portion of the month earn prorated vacation benefits based on the number of hours they actually worked (or received previously earned paid time off benefits) that month.

3. Maximum Vacation Accumulation: MCFD1 believes that both employees and the public benefit when employees take personal time away from work to relax. As a result, MCFD1 allows employees to accumulate vacation time only on a limited basis. Employees who reach their maximum vacation benefit accumulation do not earn any additional vacation benefits until their vacation accumulation is dropped below the maximum. Therefore, employees are encouraged to schedule time off each year.

As a narrow exception to the maximum vacation accumulation caps outlined above, MCFD1 permits employees who have notified the District, in writing, of their intent to retire within five (5) years to accumulate and bank additional hours in accordance with adopted Resolution or CBA.

The employee may only bank additional hours if they are capped out in the normal vacation leave bank. An employee who has submitted written notice of intent to retire within 5 years may receive a one-time extension of up to 3 years beyond the originally declared retirement date. If the employee fails to retire on the declared or extended date s/he forfeits all additional hours above the regular caps.

4. Scheduling and Use of Vacation Benefits: Vacations must be scheduled in a way that allows us to meet the needs of our operation and serve the public. All other requests for vacation time must be approved in advance by your supervisor and are subject to the District's operational and workload needs except when otherwise required by applicable law. Because of the nature of the work or to fairly allocate vacation time off between employees, it may be necessary to limit the number of employees using vacation benefits at the same time, to prohibit an employee from taking time off during a particular period of time, or to cancel or reschedule employee vacation time during particular periods of time. In the event of a scheduling conflict, the employee with the longest service with MCFD1 is generally given preference. Therefore, employees should submit vacation requests as far in advance as possible.

Employees are not allowed to use paid vacation benefits that have not been earned; and are required to use any unused vacation benefits for all absences from work before any unpaid time off will be granted.

5. Cashing Out Vacation Benefits During Employment: paid vacation benefits are intended to allow employees to take personal time away from work. However, MCFD1 permits employees to cash out vacation benefits in lieu of time off as outlined in this policy.

An employee assigned to a forty (40) or forty-five (45) hour workweek may cash

out up to a maximum of two weeks (80 or 90 hours, respectively) of vacation benefits each fiscal year. Requests for vacation sell-back must be made in increments of twenty (20) hours for employees scheduled to work forty (40) hour workweeks and twenty-two and a half (22.5) hours for employees scheduled to work forty-five (45) hour workweeks. An employee assigned to a 42-hour shift may request and be paid for up to a maximum of eighty-four (84) hours vacation time in a fiscal year, and must be made in increments of twelve (12) hours. Requests must be submitted to Payroll with the regular monthly worktime reports and are paid on the next payday at the employee's regular rate of pay at the time of the cash out. T1/T2 PERS members hired before July 1, 2019 may sell-back an additional 24 hours vacation time for 56-hour employees, an additional 12 hours vacation for 42-hour employees, an additional 9 hours for 45-hour employees, and an additional 8 hours for 40-hour employees starting at 20 years of service.

6. Payment of Vacation Benefits on Termination: Upon termination of employment for any reason, all unused vacation benefits (that have not been cashed out during employment) that have been earned through the last full month of employment are paid with the final paycheck. Note: Employees who have not successfully completed their probationary period of employment with MCFD1 have not earned and are not eligible to be paid out for any vacation benefits on termination of employment.

C. PAID SICK LEAVE BENEFITS

All employees hired directly by MCFD1 (including probationary period, regular full-time, regular part-time, and temporary employees) are eligible to earn paid sick leave benefits with the District. *Temporary employees hired through an employment agency are not eligible to receive paid sick leave benefits from MCFD1 and should consult their employing agency for information on benefits applicable to their employment. MCFD1 does, however, comply with time off and reinstatement obligations for all employees, including agency employees to the extent required by applicable law.*

1. Amount of Paid Sick Leave Benefits: The amount of paid sick leave benefits an eligible employee earns depends on his/her PERS classification, work schedule, and length of continuous service with MCFD1 as outlined in the CBA or adopted Wage Resolution. : In all cases, benefits are accrued and available for use in accordance with applicable law, including Oregon's paid sick time rules, which generally protects the first 40 hours of use per year from attendance and other disciplinary action. The first 40 hours of benefits are earned as time is worked. Once an employee has earned at least 40 hours of paid sick leave benefits in the calendar year, benefits are earned only upon completion of each full month of employment, without any minimum guarantees. Please note that, except when required by law to comply with Oregon paid sick time rules for the first 40 hours of benefits earned during the year, no additional sick leave benefits are earned for any extra time/overtime worked.

Also, sick leave benefits are intended as a benefit for employees based on time actually worked. Accordingly, paid sick leave benefits do not accrue during any period of unpaid time off (including workers' compensation and other leaves of absences, periods of long term disability, layoff, or disciplinary suspensions) during which previously earned vacation, sick or comp time benefits are not being used. Employees on any type of unpaid time off (without the use of previously earned vacation, sick or comp time

benefits) during a portion of a pay period earn prorated sick leave benefits based on the number of hours they actually worked that pay period.

2. Maximum Sick Leave Accumulation: Part-time and Temporary employees may carry over a maximum of 40 hours of paid sick leave benefits from year to year and are permitted to accumulate up to 80 hours of paid sick leave benefits. Unused sick leave benefits for full-time employees accumulate from year to year up to a maximum of 2400 hours. Thereafter, no further sick leave benefits are earned.
3. Use of Paid Sick Leave Benefits for Off-the-Job Illness/Injury: Paid Sick Leave Benefits may be used only for the following purposes:
 - For the employee's medical care for an illness, injury or health condition, and for preventive care such as doctor appointments;
 - For medical care of the employee's family member, including preventive care;
 - For any qualifying purpose under the Oregon Family Leave Act (OFLA), including parental leave and bereavement leave, even if the employee is not eligible for OFLA leave;
 - For time off for reasons covered under Oregon's domestic violence leave rules;
 - For time off due to a public health emergency such as the closure of your child's school or place of care by order of a public official due to public health emergency or the closure of our business due to a public health emergency;
 - For time off caused by a determination by a public health authority or healthcare provider that your presence or the presence of your family member in the community would jeopardize the health of others such that you must provide self-care or care for the family member;
 - If you are excluded from the workplace by the District under any law or rule requiring your exclusion for health reasons.
 - To donate sick time for a purpose specified in the District's Donated Paid Leave Program.
 - For any other reason when required by applicable law.

For purposes of this section, "family member" means the employee's spouse, same-gender domestic partner, child (including foster child, stepchild, etc.), parent (including person in the place of a parent), grandparent or grandchild, or the parent or child of the employee's spouse or same-gender domestic partner.

Please note that the same absence may be covered by more than one of the sections outlined above or by more than one type of leave under applicable law. In such cases, *all applicable types of leave run concurrently*. Also, employees are required to use any earned and unused paid sick leave benefits followed by earned and unused comp time and earned and used vacation benefits for all absences from work before unpaid time off is provided, unless otherwise specified in this policy or required by applicable law.

MCFD1 does not consider absences protected by law (including up to 40 hours of paid sick leave per calendar year for reasons protected by Oregon's paid sick leave rules) for attendance and disciplinary purposes. For more information, contact the Personnel Officer.

4. Order of Use and Coordination of Benefits: Employees who have a single sick leave bank must use all earned and unused sick leave benefits for qualifying time off, followed by all other available paid leave benefits before unpaid time off may be taken.

Employees who have both ESL (employee sick leave) and FSL (family sick leave) banks, must use the leaves in the following order:

- For absences caused by a family member's illness, injury, medical appointment, or any other qualifying absence (except the employee's own injury, illness, domestic violence need or medical appointment), employees must use any earned and unused FSL benefits followed by all earned and unused comp time and then vacation banks, before using earned and unused ESL time off.
- For absences caused by the employee's own illness, injury, domestic violence need, or medical appointment, employees must use any earned and unused ESL benefits, followed by all earned and unused comp time and then vacation banks, before using earned and unused FSL banks.

For employees who are eligible to receive Long Term Disability Benefits (LTD), sick leave benefits must be used during the waiting period for those benefits. In addition, during any period of LTD payments, employees may use any earned and unused sick leave benefits to make up the difference between LTD benefits and the employee's regular wage;

5. Coordination with Worker's Compensation and Other Disability Benefits: MCFD1 coordinates the use of its Paid Sick Leave benefits with worker's compensation and long-term disability (LTD) benefits as follows:

- Earned and unused paid sick leave benefits must be used during the waiting period before workers' compensation time loss or LTD benefits, as applicable, begin;
- After any applicable waiting period, paid sick leave benefits may be applied to make up the difference between LTD and/or workers' compensation time loss benefits and the employee's regular net wages, if any.

6. Use of Sick Leave Benefits During Light Duty Assignments: In the event that MCFD1 offers you a temporary light duty position due to on-the-job or off-the-job medical restrictions, sick leave benefits may be used to make up the difference between the light duty wages and your regular net straight time wages, if any.

7. Other Conditions for Use of Paid Sick Leave Benefits:

- Except as otherwise required by applicable law, employees are not permitted to engage in any other gainful employment during the hours for which they are being paid sick leave benefits.
- If you become ill or injured while on vacation and you have unused sick leave benefits available, your sick leave bank (rather than your vacation bank) will be charged for the time you are absent due to illness/injury, provided you provide medical verification substantiating the need for absence and the dates of your illness/injury. If no sick leave benefits are available, the employee is required to use

their accrued compensatory time followed by accrued vacation time before unpaid time off is permitted.

8. Abuse of Sick Leave and Other Medical Verification: All employees are expected to be honest and complete in reporting the circumstances surrounding absences. *Abuse of our sick leave benefits policy, including patterned absences and/or dishonesty in reporting the reasons for an absence or need to be absent, is addressed as a serious disciplinary matter up to and including termination of employment.* In the event the District has a reason to suspect that an employee has abused its paid sick leave benefits, it may require medical or other verification of your need for leave. Verification of the reasons for absence is also required under this policy whenever the District determines necessary to ensure compliance with applicable laws regarding time off from work such as for absences covered by Oregon's paid sick leave law (including but not limited to providing a completed medical or other appropriate certification form from their doctor/healthcare provider). Employees who fail to provide timely verification when required may be denied/delaying payment of sick leave benefits and may be subject to discipline.

For extended absences from a sick leave of four (4) or more days due to illness or injury, a release from the employee's healthcare provider may be required to ensure the employee can safely return to work.

9. PERS/OPSRP Reporting and Cash out of Sick Leave:

A. PERS T1/T2 Sick Leave at Separation:

Upon retirement of a Tier 1 or Tier 2 employee, T1/T2 employees will be eligible to utilize any remaining and unused hours in the FSL bank, up to the allowable cap of 1296, in the following manner:

- 25% of the remaining balance is cashed out in a lump sum payment to the employee, and;
- 50% of the remaining balance will is deposited into either the employee's HRA VEBA account or Deferred Compensation account, as preferred by employee. Any deposits into HRA VEBA and/or Deferred Compensation accounts are made in accordance with those plan rules and limits.

Upon non-retirement separation in good standing of a Tier 1 or Tier 2 employee who has three (3) or more years of service, T1/T2 employees will be eligible to receive 25% of the remaining balance in their FSL bank, up to 1000 hours, as a lump sum cash payment to the employee in accordance with their time of service as stated below:

Year	Months	Percentage
3-4	25-48	10%
5	49-60	12.5%
6	61-72	15%
7	73-84	17.5%
8	85-96	20%
9	97-108	22.5%

10+ 109+ 25%

B. OPSRP Sick Leave at Separation:

Upon retirement of an OPSRP employee, the employee will be eligible to utilize up to 1296 remaining and unused hours of their sick leave in the following manner:

- 25% of the remaining balance will be cashed out in a lump sum payment to the employee, and;
- 50% of the remaining balance will be deposited into either the employees HRA Veba account, or Deferred Compensation account, as preferred by employee. Any deposits into HRA Veba and/or Deferred Compensation accounts will be made in accordance with those plan rules and limits.

Upon non-retirement separation in good standing of an OSRP employee who has three (3) or more years of service, the employee will be eligible to receive 25% of the remaining and unused hours of their sick leave, up to 1000 hours, as a lump sum cash payment to the employee in accordance with their time of service as stated below:

Year	Months	Percentage
3-4	25-48	10%
5	49-60	12.5%
6	61-72	15%
7	73-84	17.5%
8	85-96	20%
9	97-108	22.5%
10+	109+	25%

D. DONATION/TRANSFER OF PAID LEAVE BENEFITS

MCFD1 permits employees to donate/transfer their paid leave benefits (including paid sick leave, paid vacation benefits and comp time leave benefits) to other employees who meet the eligibility criteria outlined below.

The District will allow employees to transfer a maximum of seventy-two (72) hours during each fiscal year to a leave bank administered by the District as follows:

- Employees may donate a maximum of 48 hours of either vacation or comp time;
- Additionally, employees may donate twenty-four (24) hours of sick leave from their appropriate ESL or FSL to the corresponding leave bank of need.

The employee giving such time must have a minimum of 240 hours of total leave accumulated. Such donated leave shall remain in the bank for use by other employees who have exhausted all accumulated leave. To be eligible to apply for donated leave, an employee must have a serious illness or medical condition or be caring for an immediate family member with an illness or serious medical condition that requires a prolonged absence from work and must not be receiving or be eligible to receive long term disability or workers compensation time loss benefits. Leave donated shall be posted to the appropriate leave bank in donee's time account. Hours of leave donated from

employees will be converted into an hourly rate and then applied to the donee's account at their hourly rate. An employee seeking donated leave must make a formal written request to the Personnel Officer for approval and must satisfy the eligibility criteria.

1. Eligibility to Receive Donated Leave:

In order to be eligible to receive donated leave, the employee must meet all of the following criteria:

- The employee must have a serious illness or medical condition or be caring for an immediate family member with an illness or serious medical condition that requires a prolonged absence from work.
- The employee must have exhausted all accumulated leave (including ESL, FSL, Vacation, Comp time, etc.)
- The employee must not be receiving or be eligible to receive PERS disability, long term disability or workers compensation time loss benefits.
- The employee seeking donated leave must make a formal written request to the Personnel Officer for approval, and such request must have been approved. Approvals are subject to the discretion of the Fire Chief or his/her designee.

2. Other Rules Applicable to Donated Leave:

- All leave donations are entirely voluntary and are irrevocable. Once donated, the leave is surrendered to the District and is considered used. Donated leave that has not been used by an eligible recipient will not be returned to the donating employee. Such donated leave remains in the general donated leave bank for use by other employees.
- Donated leave is converted to hours at the recipient's regular hourly rate of pay and posted to the appropriate leave bank in the recipient's time account.
- Employees are not permitted to receive any more donated leave than is necessary to provide pay for the straight time hours they would otherwise be regularly scheduled to work during the approved leave of absence period (and provided they continue to meet the eligibility criteria outlined above). Approval of leaves is not guaranteed except as required by applicable law.
- If more than one employee is determined to be eligible to receive donated leave during the same period of time, both/all such employees receive leave from the donated leave bank while they continue to be eligible and while leave continues to be available in the bank.
- MCFD1 does not guarantee how much, if any, donated leave benefits will be available for any employee. Even when donated leave is available, there is also no guarantee that sufficient leave donations will be received to cover any employee's entire period of eligibility.

E. PAID COMPASSIONATE LEAVE BENEFITS

Any employee may be absent from duty, with pay, for up to 48 hours by reason of a death of a family member, as defined in this Section or, subject to operational needs, for the death of a co-worker. For the purpose of this Section, "family member" is to include the employee's spouse, children (including step children, foster children and adult developmentally disabled children), parents, siblings, in-laws, grandparents and grandchildren, same sex domestic partners and the children, parents, grandparents and grandchildren of same sex partners, as required by law and confirmed in an Affidavit of Domestic Partnership.

Such time off shall not be charged to vacation or sick leave. Leave extending beyond 48 hours shall be charged to vacation, compensatory time or sick leave. In order to draw sick leave, an employee must be eligible for sick leave under Section E., above. Other leaves of absence for compassionate leave will be at the Fire Chief's discretion. Time off for bereavement leave under this policy runs concurrently with OFLA bereavement leave for eligible employees.

F. HEALTH INSURANCE BENEFITS

1. Eligibility: MCFD1 provides generous medical, dental, and orthodontia insurance benefits to probationary full-time and regular full-time employees. Regular part-time employees are eligible to participate in District health insurance benefit plans with a reduced contribution benefit. Temporary employees are not eligible to participate in our health insurance plans.
2. Coverage: Coverage for eligible employees begins on the first day of the month following your date of hire with MCFD1. Eligible employees must submit an enrollment form to the Personnel Officer in order to have coverage. It is your responsibility to submit the fully completed enrollment form in a timely manner. Failure to do so could result in delays or denial of coverage by our insurance carrier, so be sure to submit your enrollment forms promptly.
3. Contributions to Premiums: Full-time employee premiums are paid 100% by the Employer. Regular part-time employees should refer to the adopted Wage & Benefit Resolution for premium contribution limitations.
4. Changes in Coverage and Benefits: Employees should note that it may become necessary to discontinue health insurance benefits entirely or to change MCFD1's premium contribution levels, insurance carriers or plans at any time. You will be notified prior to any change. All disputes and questions regarding coverage of specific conditions, scope of benefits, etc. must be directed to the respective provider of the benefit.
5. Termination of Coverage: Covered employees continue to be eligible for MCFD1's contribution to premiums while they are being compensated by MCFD1 and continue to work as an eligible employee. Coverage through MCFD1 ends on the last day of the month in which an employee resigns, is terminated, laid off or otherwise stops working as an eligible employee. Eligible employees who lose their coverage may elect to self-pay the premium for continued coverage in accordance with state and federal law. However, MCFD1 continues to pay for eligible employees who are on Family Medical Leave, protected Oregon sick time and jury duty leave as required by law.

G. LONG TERM DISABILITY BENEFITS

MCFD1 provides probationary full-time and regular full-time employees with long term disability insurance benefits at no cost to the employee. Probationary and regular part-time employees working more than 20 hours per week are covered under this benefit. Temporary employees are not eligible to participate. Long-term disability insurance benefits pay a percentage of the employee's regular wages during periods of disability or illness after a 30-day waiting period. If you would like additional information on this benefit, contact the Personnel Officer.

H. HRA VEBA

Probationary and regular full-time and part-time employees of MCFD1 who are enrolled in MCFD1's medical healthcare plan are also enrolled in MCFD1's HRA VEBA plan on the first day of the month following their date of hire. Employees who opt out of the District's health insurance coverage are still eligible to enroll in the HRA/Veba in accordance with the adopted Wage and Benefit resolution. The HRA/Veba plan provides for tax free health reimbursements for eligible employees. MCFD1 currently provides 100% of the contribution for eligible employees and employees retain control of their accounts, subject to the terms of the plan.

I. PERS

MCFD1 participates in the Oregon Public Employee Retirement System/Oregon Public Service Retirement Plan. MCFD1 complies with current, applicable PERS rules regarding employee eligibility and participation. Beginning July 1, 2017, the Employee is responsible for the 6% employee pick up. For more information on contributions and benefits, contact the Finance Officer or contact PERS directly. The PERS Pension line is 1-888-320-7377.

Retirement Workback:

Employees may be given the opportunity to work back for up to 1039 hours for Tier1/Tier2 PERS members, and 599 hours for OPSRP members past the official date of retirement at the entry level pay scale for the position vacated. The employee will only be compensated with hourly wage and will not receive any other benefits other than what is required by law or as otherwise outlined in this manual. This period will count towards the 180 days for temporary employees. Any employee requesting this option shall submit a written request to the personnel officer at least 45 days prior to declared retirement date.

J. DEFERRED COMPENSATION PLAN

All probationary and regular employees, including both full and part-time employees are eligible to participate in MCFD1's deferred compensation plan. The deferred compensation plan allows employees to save for retirement by deferring their income on a pre-tax basis through voluntary deductions from their pay checks. Probationary full-time and regular full-time employees who have contributed a minimum of \$500.00 to their account, and who also contribute a minimum of \$100.00 per month to their account are eligible to receive a contribution from MCFD1 to their account. The amount of MCFD1's contribution depends on your position with MCFD1. Part-time employees are not eligible to receive a MCFD1 contribution. For more information, including current MCFD1 contribution rates, please contact the Personnel Officer.

K. 401(A) CONTRIBUTIONS

Probationary and Regular full-time employees receive a District contribution into individual 401(a) programs in accordance with the adopted Wage & Benefit Resolution.

L. FLEXIBLE SPENDING ACCOUNT (FSA) and DEPENDENT CARE ASSISTANCE PROGRAM (DCAP)

All probationary and regular employees of MCFD1 are eligible to participate in MCFD1's FSA/DCAP plans beginning on the first day of the month following their date of hire. The FSA plan allows employees to use up to the maximum legal limit of pre-tax dollars to pay for eligible expenses (such as deductibles, orthodontia, copays, prescriptions, etc.) not covered by the

health plan. The DCAP plan allows employees to allocate pre-tax dollars to pay for eligible dependent care expenses. Temporary employees are not eligible to participate. For more information on our FSA/DCAP plans, please see the Personnel Officer.

M. EMPLOYEE ASSISTANCE PLAN (EAP)

Marion County Fire District understands that our workforce is an indispensable part of our operations. In today's demanding environment the overall health of our employees is critical to our success. For this reason, we have contracted with an outside professional confidential employee counseling program.

All employees and their dependent family members may receive telephone or limited in-person counseling sessions and crisis intervention through the EAP at no charge. This counseling program can help employees with workplace problems, family problems, marital problems, financial problems, and problems with drugs or alcohol. Costs of additional services, such as referral services are generally not covered by MCFD1. Such costs as well as other EAP services may, however, be covered by insurance or other benefits.

The EAP is *confidential* and no prior authorization or approval is necessary. Employees may call for themselves or for family members at any time. Telephone numbers and other information about the employee assistance program are posted on bulletin boards and are also available from the Personnel Officer.

N. CONTINUING EDUCATION AND TRAINING REIMBURSEMENT

MCFD1 encourages voluntary continued education and training for employees to enhance job performance and assist in potential career advancement with MCFD1. As a result, MCFD1 may provide eligible employees with time off (which may be paid or unpaid depending on the nature of the course and our evaluation of available resources) and other financial assistance, such as tuition reimbursement and other training related expenses, to engage in continuing education and training activities that have been pre-approved in writing by the employee's supervisor and the Training Officer, subject to available budgetary resources and alignment with professional development plan.

In order to be eligible for education expense reimbursement:

1. You must be a regular full-time or regular part-time employee;
2. MCFD1 must determine that the educational course or training is relevant to enhancing your skills or career advancement potential with MCFD1;
3. The educational course or training must be approved in advance by your supervisor, and the Training Division (if applicable);
4. You must successfully complete the education/training with a C grade (70%) or better.

MCFD1 pays eligible employees for their regular working hours spent in trainings that MCFD1 requires or authorizes you to attend, unless otherwise advised. Such time should be recorded on employee time sheets as hours worked.

O. LONGEVITY INCENTIVE

Full-time employees are eligible to receive longevity incentives based on their months of continuous service with MCFD1 in accordance with the CBA or adopted Wage and Benefit

Resolution. Longevity incentives become effective of the first day of the workweek immediately following an employee's completion of the months of service requirement and are calculated and added to the employee's salary or hourly wage rate (& regular rate of pay for non-exempt employees).

6. LEAVES OF ABSENCE

When employees are hired, it is expected that they will work continuously as needed. MCFD1 does, however, recognize that uncontrollable conditions do arise, which require employees to take temporary leaves of absence from employment.

During a period of leave of absence, no wages or benefits are earned or paid, unless specifically stated in this Manual or required by law. Also, except where prohibited by law, employees are required to use any accrued and unused paid leave benefits (sick, vacation, compensatory time, etc.) before any unpaid time off is granted. Employees may be eligible for more than one type of leave for the same absence from work. If so, the leaves will run concurrently except when prohibited by law, regardless of whether the employee is granted paid sick leave or other paid leave benefits for the absence. Employees who wish to continue their health insurance benefit during the period of a leave of absence are referred to the Health Insurance Benefits section of this Manual for an explanation of how long MCFD1 will continue to pay its portion of the insurance contribution.

All leaves of absence must be requested by the employee in writing and approved by the Personnel Officer in order to allow us to make arrangements for proper staffing during your absence. Employees who do not notify MCFD1 or who fail to obtain approval for leaves of absence are considered absent without authorization.

A. CIVIC / JURY DUTY LEAVE

MCFD1 recognizes the civic duty of our employees to serve as jurors. Any employee summoned to serve as a member of a jury must notify their chain of command as soon as possible after receiving the summons. All employees called to serve as jurors are, upon proper verification, granted a leave of absence for the period of required service.

Upon proper verification, regular employees are eligible to receive their regular rate of pay for the hours they would have been scheduled to work during the jury duty less any amounts received for the jury or witness service (excluding mileage). Employees are granted a maximum of two weeks of paid jury duty leave per fiscal year. In addition, salaried exempt employees also receive a continuation of their salary during periods of required jury duty service if the employee works any part of the week while on jury duty. Thereafter, all jury duty leave is unpaid. However, employees are not required to, but may choose to use accrued paid leave benefits (vacation, compensatory time) for jury duty time off. The District also maintains employee insurance benefits during periods of jury duty as required by applicable law.

All employees who are absent due to jury duty must provide an attendance slip from the court verifying actual dates and times of service. Employees who are released from jury duty during their regular workday should call their supervisor (or the on-duty BC if their supervisor is not available) to find out if they should report to work that day.

All employees are also given unpaid time off to comply with a subpoena to appear as a witness in court before a judge, legislative committee, administrative proceeding, or any official board or body authorized to conduct a hearing or inquiry in accordance with applicable law. If you receive a subpoena, notify your chain of command immediately. Verification of the dates of subpoenaed witness service may be required.

B. CRIME VICTIM LEAVE

If you have worked for MCFD1 for at least 180 days; have worked an average of 25 or more hours per week during the past 180 days; and you or a member of your immediate family has suffered financial, social, psychological, or physical harm as the result of a person felony crime, you are eligible for reasonable unpaid leaves of absence to attend a criminal proceeding. Eligible employees must notify the Personnel Officer of your need for crime victim leave as far in advance as possible. Verification of your need for leave, including copies of any notices of scheduled criminal proceedings, is required. The amount of leave you will be granted depends on your position and other business considerations. However, in accordance with applicable law, all reasonable crime victim leaves are granted unless your absence poses an undue hardship to MCFD1. Information regarding crime victim leaves is kept confidential.

C. DOMESTIC VIOLENCE LEAVE

If are the victim of domestic violence, sexual assault, stalking, or criminal harassment as defined by applicable law, or you are the parent of a minor child or dependent who is the victim of domestic violence, sexual assault, stalking, or criminal harassment as defined by law you are eligible for reasonable unpaid leaves of absence for the following purposes:

1. To seek legal or law enforcement assistance or remedies to ensure the health and safety of you or your minor child or dependent (including preparing for and participating in protective order proceedings or other criminal or civil proceedings) related to domestic violence, sexual assault, stalking, or criminal harassment of the employee or his/her minor child or dependent;
2. To seek medical treatment or recover from injuries caused by domestic violence or sexual assault, stalking, or criminal harassment of the employee or his/her minor child or dependent;
3. To obtain or assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, sexual assault, stalking, or criminal harassment;
4. To obtain services from a prosecutor provided or non-profit victim services provider for the employee or his/her minor child or dependent; or
5. To relocate or take steps to secure an existing home to ensure the health and safety of the employee or his/her minor child or dependent.

Requesting leave: Eligible employees who need domestic violence leave should contact the Personnel Officer. Certification of the need for leave is required. Requests for domestic violence leave and all supporting documentation are treated confidentially.

Requesting other Accommodations: MCFD1 also makes reasonable accommodations for victims of domestic violence, sexual assault, stalking, or criminal harassment as required by law. Employees who need workplace accommodations should promptly contact the Personnel Officer to discuss reasonable alternatives and options. Verification of the need for accommodation may be required. Requests for accommodation and all supporting documentation are treated confidentially.

D. FAMILY AND MEDICAL LEAVE (FMLA)

As a public employer MCFD1 is covered by the Federal Family Medical Leave Act (FMLA) as well as the Oregon Family Leave Act (OFLA). Please note that an employee may be entitled to more than one type of leave for the same absence. If so, the leaves will run concurrently unless specifically prohibited by law. For information on these leave of absence policies, contact the Personnel Officer.

1. Eligibility For Federal FMLA Leave: To be eligible for federal FMLA benefits, you must have worked for MCFD1 for a total of at least 12 months and have worked at least 1,250 hours over the previous 12 months. You must also work at a location where MCFD1 employs 50 or more employees within 75 miles. An eligible employee is entitled to a total of 12 workweeks of unpaid leave during a 12-month period measured forward from the date you use any FMLA leave.
2. Qualifying Reasons for FMLA: Federal FMLA leave may be used for one or more of the following reasons:
 - For the birth or placement of a child for adoption or foster care;
 - To take medical leave when the employee is unable to work because of his/her own serious health condition;
 - To care for an immediate family member (employee's spouse, children [including step children, foster children and adult developmentally disabled children], siblings (including step-siblings), parents, in-laws, grandparents and grandchildren, same sex domestic partners and the children, parents, grandparents and grandchildren of same sex partners, as required by law and confirmed in an Affidavit of Domestic Partnership), with a serious health condition.
 - To care for a covered service member with a serious injury or illness, if the employee is the spouse, son, daughter, parent or next-of-kin of the service member. [However, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service-member is entitled to a total of 26 workweeks of leave during a single 12-month period to care for the service-member as required by law].

A "covered service-member" is a member of the Armed Forces, including the National guard or Reserves as well as qualified veterans of the Armed Forces, National Guard or Reserves during the 1st 5 years following qualifying discharge from military service (as defined by law), who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

"Next of Kin" includes the nearest blood relative other than the covered service member's spouse, parent, son, or daughter in the following priority: Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions; Brothers and sisters; Grandparents; Aunts and uncles; and First Cousins. The covered service member may also designate, in writing, another blood relative as their "Next-of-Kin" for FMLA purposes. That designation will control the determination;
 - Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty with deployment to a foreign country (or has been notified of an impending call or order to such covered active duty) in the Armed Forces in support of a contingency operation as required by law.

Please note: Spouses employed by MCFD1 are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. Leave for birth or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement. Also, employees taking leave for a covered service member are entitled to only a combined 26 workweeks of leave during the single 12-month period for covered service-member leave. Likewise, spouses employed by MCFD1, taking leave for a covered service-member are jointly entitled to a combined total of 26 weeks of leave during the single 12-month period in accordance with applicable law.

Under some circumstances, employees may take leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. If leave is for a birth or placement for adoption or foster care, use of intermittent leave is subject to MCFD1's approval. However, FMLA leave may be taken intermittently to effectuate adoption/placement for foster care, etc. whenever medically necessary to care for a seriously ill family member, because the employee is seriously ill and unable to work, and for qualifying exigencies.

Qualifying Exigencies: Qualifying exigencies include:

- *Short-Notice Deployment:* Up to seven (7) calendar days of leave may be taken to address any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty for a contingency operation seven or fewer calendar days prior to the date of deployment. This leave may be used beginning on the date the military member is notified of the deployment.
- *Military Events and Related Activities:* Attendance at any official ceremony or program sponsored by the military and related to the active duty of the covered military member, or attendance at family support or other assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty of the covered military member.
- *Childcare and School Activities:* To arrange for alternative childcare, to provide childcare on an urgent, immediate need basis (not regular, ongoing care), to enroll or transfer to a new school or day care facility, or to attend meetings with staff of a school or day care. In all cases, the need must be caused by the active duty or call to active duty status of a covered military member and covered family member.
- *Financial and Legal Arrangements:* To make or update financial or legal arrangements to address the covered military members' absence (such as preparing financial and healthcare powers of attorney, updating wills, etc.); to act as the covered military member's representative before a federal, state or local agency for obtaining, arranging or appealing military service benefits (while on active duty or within 90 days following termination of active duty only); and attending counseling (provided by someone other than a healthcare provider for yourself) for the covered military member, of their covered child, if that counseling is needed due to the active duty or call to active duty status.

- *Rest and Recuperation*: Up to five (5) days of leave may be taken (per instance of rest and recuperation leave) to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment.
 - *Post-Deployment Activities*: To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered service member's active duty status; or to address issues arising from the death of a covered service member (such as recovering the body, making funeral arrangements, etc.).
 - *Military Member's Parent*: Eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.
 - Other activities as agreed to by MCFD1.
3. Serious Health Condition: under the federal law, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves
- Inpatient care in a hospital, hospice or residential medical care facility;
 - A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - 1) Timely treatment two or more times by a healthcare provider, by a nurse or physician's assistant under direct supervision of a healthcare provider, or by a provider of healthcare services (e.g., physical therapist) under orders of, or on referral by, a healthcare provider; or
 - 2) Timely treatment by a healthcare provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
 - Any period of incapacity due to pregnancy, or for prenatal care.
 - A chronic condition which
 - 1) Requires periodic visits (at least twice per year) for treatment by a healthcare provider, or by a nurse or physician's assistant under direct supervision of a healthcare provider;
 - 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - 3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
 - A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
 - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of

medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

4. Wages and Benefits During FMLA: FMLA leave is unpaid. You are, however, required to use any accrued and unused sick leave benefits (as outlined in the Paid Sick Leave policy) followed by accrued and unused compensatory time and then vacation benefits for such absences before unpaid time is taken. FMLA leaves run concurrently with all other types of leave for the same absence whether or not paid leave benefits are used. MCFD1 maintains group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, MCFD1 may recover premiums they paid to maintain health coverage for an employee who fails to return to work from FMLA leave.
5. Reinstatement: If you make a timely request for reinstatement and comply with other requirements under the federal regulations, you will be reinstated to your former position or an equivalent in accordance with applicable law. If you cannot be reinstated to your former position because that position no longer exists, you will be reinstated to an available, equivalent position in accordance with applicable law.
6. Other Requirements: Employees are required to provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, you must provide notice as soon as practicable. You must also comply with MCFD1's normal attendance call-in procedures. In addition:
 - Employees needing FMLA leave must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform the job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also notify the company if the requested leave is for a reason for which FMLA leave was previously taken or certified.
 - Medical verification of the need for leave due to a serious health condition affecting the employee or an immediate family member or covered service-member is required.
 - Medical certification of the need for leave due to the serious injury or illness of a spouse, son, daughter, parent, or next of kin who is a covered service-member is required;
 - Certification of the need for qualifying exigency leaves is required;
 - During a FMLA leave, MCFD1 may also require, at its expense, second or third medical opinions and periodic recertifications.
 - Employees on FMLA are required to report to the Personnel Officer on their status and intent to return to work at least once per week unless you have received written permission to report less frequently.
 - Fitness for duty certification is required upon return to work.

When an employee gives notice of the need for an FMLA qualifying leave, MCFD1 notifies you whether you are eligible under FMLA and provides you with additional, specific information on

your rights and responsibilities. If you are not eligible, you are given a reason for why you have been determined to be ineligible.

Employees who believe their FMLA rights have been violated are encouraged to contact the Personnel Officer to discuss their concerns. In addition, you may contact the US Department of Labor or bring a private action. Also, employees should note that the FMLA does not affect any Federal or State law or collective bargaining agreement which provides greater family or medical leave rights. FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For more information on these leave of absence policies, contact the Personnel Officer. In all circumstances, MCFD1's policy is interpreted and applied in accordance with applicable state and federal regulations.

E. OREGON FAMILY LEAVE (OFLA)

If you are an employee who has been employed at least 180 days immediately preceding the date your family leave would begin and you have worked an average of 25 hours per week during that time period, you are eligible for family leave of up to 12 weeks in any year measured forward from the date you first use any OFLA leave in accordance with applicable law. Please note that employees are not required to work the 25-hour minimum average in order to qualify to use family leave for parental leave purposes.

In addition to permissible reasons for leave under federal law, OFLA provides eligible employees with family leave to care for seriously ill grandparents, grandchildren, parents-in-law, adult children, same-sex domestic partners and their parents or children. OFLA also allows eligible employees to take family leave to care for the non-serious illnesses of their minor or adult disabled children and to take extra family leave during pregnancy. OFLA provides for eligible employees to take up to two (2) weeks of OFLA leave per death (up to the balance of their 12 weeks per leave year) to deal with the death of a qualifying family member, including attending the funeral/bereavement events, making arrangements necessitated by the death and/or grieving the family member. OFLA for bereavement purposes must be completed within 60 days after the date on which the employee receives notice of the death.

Benefits available under OFLA and FMLA are very similar and you may be eligible for leave under one or both of these laws. Please note that an employee may be entitled to more than one leave for the same absence. If so, the leaves run concurrently. However, OFLA leave does not run concurrently with workers' compensation leave. More detailed information about benefits available under OFLA is available from the Personnel Officer.

F. FAMILY MILITARY LEAVE UNDER STATE LAW (OFMLA)

Employees who work an average of at least 20 hours per week are eligible to take time off to spend time with a spouse or registered domestic partner who is a member of the Armed Forces of the United States, the National Guard or the military reserve forces of the United States and has been notified of an impending call or order to active duty or who is on leave from active duty during a period of military conflict. Eligible employees may take up to 14 workdays of Family Military leave per deployment, which may be taken intermittently. Periods of Family Military Leave are counted against an employee's entitlement to OFLA when the employee is also eligible for OFLA and are unpaid. Employees may, however, elect (but are not required) to use

any earned paid leave benefits during periods of Family Military Leave. Employees who need Family Military Leave must request leave within 5 business days of receipt of the official notice of a call to duty or leave. If official notice is provided less than five business days in advance, you must request the leave as soon as practicable. A copy of the call or leave orders is required.

G. MEDICAL LEAVES (NON-OFLA/FMLA, OR WORKERS' COMPENSATION)

Occasionally, employees are required to be absent from work for extended periods of time due to serious off-the-job injuries or illnesses that are not covered by OFLA, FMLA, or workers compensation. In such circumstances, employees should contact the Personnel Officer regarding an extended medical leave of absence.

Employees on a medical leave of absence are required to report to their Supervisor or the Personnel Officer on their status, progress and anticipated date of return to work at least once a week, unless you have received written approval to report less frequently. Reporting to a coworker or another person will not be sufficient to comply with this reporting requirement. The reemployment of persons returning from medical leave is subject to the availability of suitable work. MCFD1 does, however, comply with applicable reinstatement and reemployment laws. **All employees who are released to return to work from a medical leave for extended off-the-job injuries or illnesses must request return to work immediately after receipt of a full or light duty release from your doctor.** For more information, please contact the Personnel Officer.

H. NATIONAL SERVICE/MILITARY LEAVE

Employees who serve in the U.S. Armed Forces, National Guard or Reserves, commissioned corps of the public health service, or other qualifying military/services branches are granted leaves of absence for the period of their military service, including training and other duties as well as reinstatement in accordance with applicable law. Except as provided below, national service/military leaves are unpaid. However, at their discretion, employees may elect to use their earned and unused vacation or compensatory time during a national service/military leave. Employees who need a military leave of absence should notify the District as far in advance as reasonably possible under the circumstances.

In addition, employees who have completed six continuous months of service with MCFD1 and who are required to participate in annual active duty training as a member of the National Guard, National Guard Reserve or any reserve component of the Armed Forces are provided with a **paid** leave of absence for the number of days the employee would normally be scheduled to work within a 15 calendar day period each training year, in accordance with applicable law. For the purposes of this policy, a training year means the federal fiscal year (October 1-September 30). If you have any questions regarding national service/military leave, please contact the Personnel Officer.

I. PERSONAL LEAVES

Regular employees may be granted unpaid personal leaves of absence of up to sixty (60) days upon a showing of good cause and provided MCFD1 determines the leave can be scheduled without adversely affecting its operations. Unpaid personal leave may be granted for short periods as well as extended absences and will depend upon the reason for leave, your length of employment, performance, responsibility level and MCFD1's evaluation of the potential impact of your leave on its operations. Please note that while personal leaves of absence are unpaid, employees are required to exhaust any earned and unused paid leave benefits (e.g. vacation, eligible sick leave, compensatory time) during a personal leave before *unpaid* personal leave time may be taken.

Requests for personal leaves of absence must be made in writing as far in advance as possible and must specify a starting and ending date as well as the reason for the requested leave. MCFD1 will determine whether there is a compelling personal reason for the leave at its discretion. A leave will not be granted to work another job or seek employment or career opportunities elsewhere.

Employees returning from a personal leave of absence are not guaranteed reemployment, unless such agreement is in writing and signed by the Personnel Officer. Reemployment will generally be subject to the availability of a position that MCFD1 determines is suited to an employee's skills, qualifications and experience.

J. VOLUNTEER FIREFIGHTER LEAVE

Employees of MCFD1 who are volunteer firefighters for another rural fire protection district (or City or private firefighting service) are eligible for an unpaid leave of absence when called to respond to emergencies, in accordance with Oregon law. Upon return from such leave, employees are restored to their former position or an equivalent position without loss of seniority, vacation, or any other employee benefit or right that had been earned at the time of the leave of absence.

K. WORKERS COMPENSATION LEAVES

MCFD1 grants employees leaves of absence as needed for illnesses and injuries incurred on-the-job. If you are injured on-the-job, please contact your supervisor and the Finance Office right away for a worker's compensation form. Employees who are absent from work due to accepted work-related illnesses or injuries are eligible to receive workers compensation benefits.

Employees on a worker's compensation leave of absence are required to report to the Supervisor or Finance Office on their status, progress and anticipated date of return to work at least once a week, unless you have received written approval to report less frequently. Reporting to a coworker or another person will not be sufficient to comply with this reporting requirement. **All employees who are released to return to work from on-the-job injuries or illnesses must request return to work as soon as possible, but no later than seven (7) days after receipt of notice by certified mail from our workers' compensation insurer that you have been released to return to work by your doctor.** MCFD1 complies with applicable reinstatement and reemployment laws for employees who are absent due to work related illnesses or injuries.

Workers compensation and OFLA absences do not run concurrently. Therefore, you may be eligible for OFLA leave following the conclusion of a worker's compensation leave. Eligible employees who are released to light duty after a worker's compensation illness or injury and remain off work are automatically placed on an OFLA leave of absence consistent with applicable law. For more information, please see the "Family Medical Leave, Parental or Pregnancy Leave" policy or contact the Finance Office.

1. Light Duty Assignments: Temporary light duty assignments may be offered to employees on worker's compensation leaves at the sole discretion of MCFD1. All light duty assignments under this policy are *temporary* and are individualized to each employee based on numerous factors including the employee's medical restrictions, the anticipated length of those restrictions and the availability of suitable work the employee can safely perform. MCFD1 reserves the right to determine the availability, appropriateness, and continuation of all light duty assignments. Light duty assignments may include:
 - A change or reduction in the work hours of the employee's regular position;
 - Limiting or altering duties in the employee's regular position;
 - Temporarily reassigning the employee to another position for which he/she is qualified; *or*
 - Assigning the employee to perform miscellaneous tasks that are not associated with any specific job position but meet a business need and provide productive value to the District. Note: MCFD1 does not have any permanent light duty positions and does not create new positions through its temporary light duty program.

The physical requirements of a temporary light duty assignment are submitted to the employee's treating physician for approval, to ensure that they are consistent with the employee's work restrictions. Before returning to regular duty, a medical release is required.

In order to be eligible for consideration for a temporary light duty assignment, an employee must be temporarily unable to return to his/her regular duties as a result of an on-the-job injury or illness; and not medically stationary. Once an employee becomes medically stationary, that employee is no longer eligible to participate in a temporary light duty assignment under this policy. MCFD1 continues, however, to comply with its reasonable accommodation obligations for employees who qualify as disabled under applicable state or federal laws regardless of whether their disability arises on or off-the-job and regardless of whether the condition is stationary. Such accommodations may include temporary or ongoing job modifications that allow qualified employees to perform their essential job functions. For more information on our disability accommodation policies, please see the Equal Employment Opportunity policies or contact the Personnel Officer.

If an employee declines to accept an offer of a temporary light duty assignment that has been approved by his/her treating physician, the employee's right to receive time loss compensation under the worker's compensation laws may be discontinued. In addition, the employee may lose the right to be reinstated under the injured worker reinstatement laws. Other leaves of absence may still apply. For more information, contact the Personnel Officer.

L. OTHER LEAVES

It is the District's policy to comply with all applicable laws regarding leaves of absence. If you need time off for a reason not covered by these policies, please contact the Personnel Officer.

7. GENERAL EMPLOYMENT POLICIES AND EXPECTATIONS

It is your responsibility to use common sense, sound judgment, and to conscientiously discharge your work duties, while abiding by MCFD1's policies and management directives in the performance of your job. This means all employees are expected to become familiar with and keep informed of changes in our safety rules, operational policies, etc. In the event you have questions about your position, your employment status, your job requirements, or any other matter, please discuss your questions with your Supervisor or the Personnel Officer.

A. COOPERATION AND TEAMWORK

All employees should remember that they are part of a team of public employees, and public satisfaction with MCFD1 depends upon good service. Therefore, teamwork is an independent job requirement for all positions at Marion County Fire District. In addition to performing job functions in a manner which meets our standards, it is the responsibility of all employees to be cooperative, polite and positive in relations with coworkers, managers, supervisors, members of the public and others they come into contact with through their employment.

B. CONFIDENTIALITY & HIPAA

In our work, many employees have access to confidential personal and medical information of members of the public. It is essential that all employees maintain the integrity and confidentiality of that information at all times. All employees are strictly prohibited from discussing confidential patient/medical information with persons outside MCFD1 unless she/he is performing services directly related to treatment, payment or healthcare operations or unless you have been expressly authorized to release the information. Discussions regarding patient medical records must be limited to what is necessary to perform your job duties and must be done in private and in strict confidence. If you have any questions about whether you should disclose a patient's identity or any other patient information, contact our Privacy Officer, before making the disclosure. More information on MCFD1's HIPAA privacy policies is available from the Privacy Officer. Employees who violate patient confidentiality and/or HIPAA privacy requirements are subject to discipline, discharge and other legal action including criminal penalties for violations.

Any personnel who receive a subpoena for any legal matter related to the District must report the request immediately to the Fire Chief or his designee, prior to responding to said subpoena, within the confines of the law.

Any subpoena being served in which the personnel are unavailable should be directed to the Fire Chief or his designee. No personnel of the District, other than the Fire Chief or his designee, is authorized to accept a subpoena on behalf of another member of the District.

Also, although we are a public organization, some information obtained in the course of your employment is confidential and may not be subject to public disclosure. Employee phone numbers and addresses, and employee medical information obtained as a result of your job duties are typical examples of information that we consider confidential. All employees are prohibited from discussing confidential information with persons outside MCFD1 and persons in MCFD1 who do not have a business need to know unless you have been expressly authorized to release the information. If you have a question about whether information should be disclosed, contact the Privacy Officer before making the disclosure.

C. DISPLAY AND USE OF MCFD1 UNIFORMS, EQUIPMENT AND VEHICLES

All employees are expected to present themselves in a way that helps generate trust, confidence and respect from the public. MCFD1 uniforms, equipment and vehicles displaying MCFD1 (or member district) logo allow MCFD1 to display a consistent, professional appearance to the public we serve. All such uniforms, equipment and vehicles are the property of Marion County Fire District and must be used and displayed for MCFD1's business purposes only. All employees are strictly prohibited from using or displaying MCFD1 property, materials and equipment (including but not limited to uniforms, vehicles and other equipment displaying MCFD1 or member District's logo), for personal use. Employees are required to comply with applicable laws regarding the District's trademark, copyright and other information. This includes but is not limited to wearing your Class A or Class B uniform while off-duty. MCFD1 recognizes that our personnel take pride in their fire service career and may wish to include uniformed or scene photos in their social media and/or portfolios. The District does not oppose such display of MCFD1 property, HOWEVER, any property displayed must be done with professionalism/in good taste at the sole discretion of the District, must not violate patient confidentiality, and must not illustrate or insinuate any unsafe or unauthorized practice.

D. DRESS CODE AND APPEARANCE STANDARDS

Public relations are an integral part of each employee's job. All employees are expected to present themselves in a way that helps generate trust, confidence and respect from the public they serve. As a result, all employees are required to be neatly groomed and wear clothing that is clean, in good repair, businesslike, and appropriate for their position, whether in the office, an MCFD1 vehicle, or other site. Your supervisor will inform you of any specific uniform or dress code requirements for your position.

1. Grooming Standards: In order to maintain a conservative public appearance and ensure the safety of employees and the public we serve. The following position specific grooming standards apply:
 - All Employees: The following grooming standards apply to all employees:
 - You must be clean and neatly groomed at all times,
 - You must maintain socially acceptable personal hygiene standards at all times,
 - Hair must be neat, clean and conservatively groomed. It may be dyed, tinted or frosted any color which could naturally occur in human hair. Stripes, spots, and unnatural color dyes are not permitted.
 - Fingernails must be of moderate length, clean and neatly manicured
 - Nose, lip, eyebrow, tongue rings/piercings, etc. are not permitted.
 - Gemstones, unnaturally colored or shaped teeth, and other ornamentation that is temporary or permanently affixed to the teeth for the purposes of decoration or adornment is not allowed while on duty or when representing the District in any official capacity.
 - Tattoos must be discrete, subdued in color and appropriate for the public workplace. Employees are prohibited from showing tattoos or body art that are prejudicial to good order, discipline or morale, or bring discredit to MCFD1. Examples of prohibited markings include those that are considered by MCFD1 to be sexist, racist, vulgar, violent, or discriminate against any protected class by virtue of including words, symbols, nudity,

or pictures in the tattoo or body art. Tattoos containing prohibited markings must be covered. Tattoos on the face are prohibited.

- Non-Sworn Personnel (Administrative and Seasonal): Non-sworn personnel must present themselves in professional, conservative attire that is appropriate to their position and role as a public employee. Expected attire for non-sworn personnel includes district-issued uniform shirt and professional pant/skirt appropriate to their position.
- Uniformed Personnel: “Uniformed Personnel” is defined as those personnel wearing MCFD1 issued Class B, C, or A uniform, as well as at all times when wearing PPE. Your supervisor will notify you of the uniform standards for your position. Employees are required to report to duty assignments wearing uniforms as issued. Uniforms must be clean, stain free, wrinkle free and in good repair (e.g. no tears, worn spots, holes, etc.). In the event that you must respond to an emergency while off duty (& without sufficient time/notice to wear the uniform) you must present yourself in as professional a manner as possible under the circumstances. In addition:
 - *Jewelry, Piercings, Fingernails, and Tattoos/Dental Art*
 - Wrist watches, rings and medical related bracelets are permitted so long as they do not interfere with the use of gloves and turnouts and are snugly fitting (not subject to catching or snagging).
 - Necklaces, pendants and medallions are not permitted to be worn exposed on any firefighting personnel
 - No visible body pierces are permitted with the limited exception of small, non-dangling earlobe piercings. Nose, lip, eyebrow, tongue rings/piercings, etc. are not permitted. Articles such as wallet chains, watch chains, handkerchiefs, combs, cigars, tobacco cans, cigarettes, and pipes must not be attached to or exposed from the uniform.
 - Tattoos must be discrete, subdued in color and appropriate for the public workplace. Employees are prohibited from showing tattoos or body art that are prejudicial to good order, discipline or morale, or bring discredit to MCFD1. Examples of prohibited markings include those that are considered by MCFD1 to be sexist, racist, vulgar, anti-social, violent, or discriminate against any protected class by virtue of including words, symbols, nudity, or pictures in the tattoo or body art. Tattoos containing prohibited markings must be covered. Tattoos on the face are prohibited.
 - Gemstones, unnaturally colored or shaped teeth, and other ornamentation that is temporary or permanently affixed to the teeth for the purposes of decoration or adornment is not allowed while on duty or when representing the District in any official capacity.
 - Eye glasses, sunglasses and safety glasses must be neutral in tone. Reflective lenses are not permitted to be worn when engaged in public interaction.
 - Fingernails, while in uniform, must be of a natural or subdued color.
 - Otherwise permitted items must not interfere with proper operation of safety and protective equipment, including the seal of SCBA masks.
 - *Hair*: All employees are expected to adhere to the following:

- Hair must be neat, clean and conservatively groomed.
 - Hair length, style and bulk must permit the safe and effective use of all personal protective equipment at all times.
 - Hair may be dyed, tinted or frosted any color which could naturally occur in human hair. Stripes, spots, and unnatural color dyes are not permitted.
 - For fire protection employees, hair clips or pins matching the color of the hair may be worn. However, no other decorations permitted to be worn in the hair.
 - Hair, sideburns, mustaches, soul patches, hair pins or styles must never interfere with normal wearing and proper use of protective gear and equipment, including but not limited to the helmet and SCBA mask.
 - Hair must not naturally extend below the top of the uniform collar or must be pinned up and secured in such a way as to safely comply with this standard (and for safety should not extend below the shoulder blade)
 - If hair is combed over the ears, it must not extend below the top one-half of the ears nor more than two inches (2") in front of the ears.
 - Hair that is styled or combed forward must be no lower than 3/4 of an inch above the high point of the eyebrows.
 - Mustaches must be kept neatly trimmed and may not exceed more than one inch (1") beyond or one inch (1") below the corner of the mouth
 - Beards are prohibited, except soul patches that are less than one inch (1") long and not connected to the mustache. For the purposes of this policy, a soul patch is a tuft of hair centered under the lower lip.
2. Violations: In the event a concern arises, MCFD1 will make the final determination regarding what is appropriate dress for our workplace. Violations of this policy may result in discipline. In addition, employees arriving for work with an appearance that significantly disregards our standards or creates a safety hazard may be asked to return home for immediate correction. A loss of pay may result for employees for the time absent from work to correct the deficiency. If you have any questions regarding the specific standards for your job, please contact your Supervisor or the Personnel Officer.

E. DRIVING AND USE OF VEHICLES

Some positions with the Marion County Fire District require employees to operate vehicles as part of their jobs. As a result, we have developed the following rules that all employees are required to follow:

1. Driver's License and Insurability: Employees whose job requires the use of an MCFD1 vehicle or their own vehicle on MCFD1 business must maintain insurability with MCFD1's insurer, and a current valid driver's license. *If your position requires you to drive and you have any driving restrictions or your license status changes in any way, you must inform the Personnel Officer immediately.* Only employees who are properly licensed, insured and have been authorized by the Operations Chief are permitted to drive MCFD1 vehicles. *In order to ensure compliance with this policy, and the safety of*

other employees, passengers and the public, MCFD1 may check the driving records of employees who drive for MCFD1 at any time as permitted by applicable law.

2. Compliance With the Law, Traffic Violations, and Good Judgment: All employees who drive on behalf of MCFD1 are expected to use good judgment and caution in the operation of the vehicle at all times. All employees who drive on behalf of MCFD1 are also expected to be aware of and comply with all applicable traffic laws and regulations at all times. This includes using safety belts for drivers and passengers at all times. MCFD1 does not pay for employee traffic violations. If you receive a traffic citation while using any automobile on MCFD1 business, you are responsible for all fines, court costs, etc. Any personnel who receives a traffic violation while on duty must notify their supervisor before the end of their shift. Any personnel who receives a traffic violation while off duty must notify their supervisor who will notify the Personnel Officer within 72 hours. For purposes of this policy, personnel who have 3 or more moving violations in 3 years will be unable to drive any district vehicles. In addition to the limits of cell phone use as outlined in Oregon law, talking on cellphones while driving district apparatus is strictly prohibited unless the need to use that phone is substantially work-related in performing a task specifically outlined in the job description and consistent with applicable law at the time. Texting or use of the web/apps while driving is prohibited at all times; no exceptions.
3. Reporting Accidents and Traffic Citations: All accidents, traffic citations and damage, however small, while operating District vehicles must be reported immediately to the on-duty Battalion Chief. This applies to all types of accidents and damage, including damage to the property of others as well as MCFD1 property and equipment. Accidents involving MCFD1 vehicles must also be reported to a police agency for investigation. Employees are required to cooperate fully with MCFD1 accident and damage investigations.
4. Use of Vehicles: Also, employees are prohibited from transporting any unauthorized passengers in MCFD1 vehicles or while on MCFD1 business, unless specifically authorized by the Operations Chief or his designee. This includes friends, family members, etc. All MCFD1 vehicles must be stored at our stations when they are not being used for business purposes, except for those personnel that are assigned a take-home vehicle. Personal use of MCFD1 vehicles is prohibited unless otherwise authorized.

F. EMPLOYEES ACTING AS VOLUNTEERS

Employees may volunteer their services to MCFD1 only on a limited basis for humanitarian or civic purposes in accordance with applicable law. Employees who perform volunteer services for MCFD1 are strictly prohibited from volunteering to perform the same work they normally perform in their paid positions and from performing any volunteer work during their normal working hours. *To avoid misunderstandings, all volunteer activities by employees must be approved by the Operations Chief before it is performed.*

G. ETHICS, PUBLIC EMPLOYEE CONDUCT AND WHISTLEBLOWING

The continued public trust in MCFD1 as well as MCFD1's proper operation require that all employees and other representatives of MCFD1 demonstrate the highest degree of ethical conduct. In all matters of personal interest, employees should conduct themselves so as not to impair their working relationship with other employees, volunteers, officials or the public.

1. Public Employee Ethics: The continued public trust in MCFD1 as well as MCFD1's proper operation require that all employees comply with the public employee code of ethics. MCFD1 employees are prohibited from using or attempting to use their position for financial gain or to avoid any financial detriment (this includes but is not limited to use of MCFD1 time, equipment, services or influence). Employees are likewise strictly prohibited from using any confidential information they obtained because of their employment with MCFD1 to advance the financial or other private interest of themselves or others.
2. Gifts: Also, employees should not accept favors or solicit or receive any gifts from any source that could reasonably be known to have an interest in any MCFD1 matters over which the employee has or may have any influence. As a limited exception, union employees may contact the Battalion Chief and non-represented staff may contact their supervisor for approval to allow acceptance of non-monetary gifts of nominal value (less than \$50) at holidays or other special occasions, provided the gift is available to be shared by all employees and doesn't exceed public employee gift limits.
3. Political Activity at Work: MCFD1 does not restrict the right of its employees to express their personal political views. However, MCFD1 employees are strictly prohibited from using their official MCFD1 title or position with MCFD1 to further the cause of any political party or candidate. Further, in accordance with Oregon law, MCFD1 employees are strictly prohibited from coercing, requiring or attempting to coerce or require any other public employee to influence or give money, service or any other thing of value to promote or oppose any political committee or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

MCFD1 employees are likewise prohibited from soliciting any money, influence, service or other thing of value or otherwise promote or oppose any political committee or promote or oppose the nomination or election of a candidate, the gathering of signatures or on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder while on the job during working hours.

4. Use of MCFD1 Property and Equipment: All MCFD1 owned property and equipment (including MCFD1 vehicles, office equipment and supplies) are for MCFD1 business purposes only. Accordingly, employees are prohibited from using MCFD1 property or equipment for personal or other private use, unless specifically authorized by the Fire Chief or his designee (including outside employment or political activities). For more information, please refer to the Display and Use of Uniforms, Equipment and Vehicles Policy, above. This policy is strictly enforced. Violators are subject to discipline up to and including discharge.
5. Violations: Violation of the public employee code of ethics will result in discipline up to and including discharge. Because compliance with the code of ethics is also required by Oregon law, employees may also be subjected to individual civil fines and penalties if they are found to have violated the code of ethics. For more information on the public employee code of ethics or if you have any questions about your obligations as an MCFD1 employee, please contact the Personnel Officer or the Fire Chief.

6. Whistleblowing: All District employees are expected to be honest in their dealings with and on behalf of the District and to demonstrate high standards of integrity and impartiality in the conduct of all District business. In the event an employee reasonably believes that anyone at the District is engaging in unethical or unlawful business activities, including but not limited to: violations of federal, state or local laws; gross waste of funds; mismanagement or other abuse of authority; that there is a substantial and specific danger to the public health and safety created by the District's actions; or other conduct prohibited by law, you are encouraged to report those concerns to the Personnel Officer, Fire Chief, or Board Chair. Employees who are aware that a person receiving services, benefits or assistance from the state (including any agency or subdivision) is subject to a felony or misdemeanor warrant for arrest anywhere in the United States are required to report such information in compliance with applicable law. The District respects the right of employees to raise such matters. It is the District's policy to investigate and addresses any concerns reported. Retaliation against anyone who makes a good faith report of information they believe is evidence of a violation of state or federal law, rules or regulations, unethical conduct, or who cooperates with District, state or federal investigations under this policy is strictly prohibited.

District employees also have the right to discuss the activities of the District, the state, or any agency or political subdivision of the state (including the activities of any person authorized to act on behalf of these entities) with any member of the Legislative Assembly (or their legislative committee staff as directed by the Assembly), and other elected officials. Employees are not obligated to give the District advanced notice of any reports made under this policy. Employees should, however, be aware that nothing in this policy prohibits District from requiring disclosures when authorized by law. Further, except as otherwise required by law, employees are not permitted to leave their assigned work station or duties to make such reports, except as provided in ORS 659A.206.

Employees making reports of unlawful or unethical conduct as outlined in this policy must continue to comply with applicable public records confidentiality laws in making such disclosures. In the event that exempt/confidential materials are disclosed, a limited defense for unlawful disclosures of confidential/exempt information may be available, provided the disclosure is made to: a state or federal regulatory agency; a law enforcement agency; a MCFD1 Manager; or a licensed Oregon attorney for the purpose of obtaining legal services for the employee. An attorney employed by the District may report violations of law to the Attorney General, subject to rules of professional conduct.

The District strictly prohibits all managers, supervisors, and other employees, etc. from engaging in any form of retaliation against employees who make good faith reports of unethical or unlawful conduct, cooperates with District, state or federal investigations under this policy or otherwise exercise their rights under this policy. Any employee who believes (s)he is being subjected to any form of retaliation, or who believes that another employee is being subjected to retaliation, should promptly contact the District's Personnel Officer, the Fire Chief, or the Board Chair.

The District promptly investigates reports under this policy and the identity of the employee who discloses information listed above is strictly confidential during any investigation of the information provided by the employee and is not disclosed without the reporting employee's written consent. The District maintains the confidentiality of other information and participants in its investigations to the extent that it determines

confidentiality can be maintained while allowing it to comply with its investigation obligations. Any employee who violates the provisions and procedures outlined in this policy is subject to disciplinary action, up to and including termination of employment.

H. HOUSEKEEPING

MCFD1's objective is to provide and maintain a clean, safe and healthy work environment. All employees are expected to maintain a safe, neat work area and to ensure that all working documents, desks, cabinets, and equipment are secure at the close of their work shift.

I. LOST OR DAMAGED PROPERTY

MCFD1 recognizes that certain personal items may become lost or damaged due to the extreme conditions occasionally encountered in emergency situations while working for MCFD1. As a result, if your eye glasses, contact lenses, hearing aids or prosthetic devices are unavoidably lost or damaged while responding to an emergency on behalf of MCFD1, MCFD1 may provide reimbursement for the replacement cost of that item up to a maximum of \$200.00. Note that personal cell phones are specifically excluded. In order to receive a reimbursement, you must submit a "Request for Reimbursement" form to the Operations Chief, including a detailed explanation of the situation leading to the loss/damage and the nature of the loss damage. All reimbursements are made at the discretion of the Operations Chief.

Except as outlined above, MCFD1 is not responsible for the loss, theft, or damage of any other personal items while you are on MCFD1 premises (including parking lots and remote job sites) or while you are traveling or working on MCFD1 business. You should not bring valuable personal items to work.

J. MEDICAL EXAMINATIONS

MCFD1 respects its employees' rights to privacy. However, due to the nature of the services we perform, in some cases, medical examinations may be required in order to ensure that selected applicants for employment and current employees are qualified to safely perform the essential functions of their positions. Medical examinations may also be required to support requests for accommodations and medical leaves of absence, etc. MCFD1 complies with applicable laws regarding medical examinations, and all medical information obtained is treated confidentially.

K. OFF-DUTY CONDUCT

While MCFD1 is generally not interested in your personal, off-duty activities, certain types of off-duty activities by employees have the potential to affect our ability to generate trust, confidence and respect from the public. Therefore, employees who engage in off-duty conduct, which negatively affects MCFD1's ability to generate trust, confidence and respect from the public are subject to disciplinary action up to and including termination of employment. If you have any questions of what is expected of you, please do not hesitate to ask your supervisor.

L. OUTSIDE EMPLOYMENT

When MCFD1 hires an employee, we expect that your employment with MCFD1 will be your priority. Generally, MCFD1 has no objection to employees holding other jobs or being self-employed as long as:

1. You are able to meet all efficiency, performance, attendance, overtime and other requirements of your job at MCFD1 (Failure to meet your job performance, attendance and other expectations due to secondary employment or other outside commitments will lead to disciplinary action up to and including termination of employment),
2. Your off-duty work activities do not, in our view, interfere with or negatively reflect on the interests and reputation of MCFD1, and
3. Your off-duty work activities do not directly or indirectly compete with or create a conflict of interest with MCFD1 or its interests.

Employees will not be granted time off to meet the needs of secondary employment.

M. PERFORMANCE REVIEWS

MCFD1 believes that it is important for employees to know how they are performing, to receive recognition for good performance and accomplishments, and to receive constructive suggestions when improvement is needed at any time during their employment. Personnel Reviews are beneficial in establishing professional development goals.

In addition, MCFD1 believes that formal employee performance reviews are an important part of the communication process between the employee and the immediate supervisor. MCFD1 generally provides employees with formal written performance evaluations at the completion of their probationary period, and on an annual basis thereafter. More frequent performance evaluations may be conducted if MCFD1 determines that additional guidance and follow up is appropriate based on individual employee performance.

N. PERSONNEL FILES AND RECORDS

Employee personnel files contain a variety of important information, such as your contact information, emergency contacts, performance evaluations, disciplinary action, etc. Medical records are maintained in a separate confidential medical file.

1. Changes In Your Information: It is important to keep all personnel records up to date. Be sure to report any of the following to the Finance Office: 1) Change of address or telephone number, 2) Person to notify in case of an emergency, including work and phone and/or address, 3) Legal name change, 4) Change in marital status and number of dependents, or 5) Change in insurance beneficiary.
2. Access To Your File: Employee personnel files are treated confidentially, however, you may review your own personnel file as outlined below. If MCFD1 intends to place negative information in your personnel file (such as formal written disciplinary action), you are generally given a copy. Please note, however, that employees are not automatically given a copy of coaching, or discussions. Employees who wish to review their own personnel files (excluding criminal records or investigations, and confidential reports from previous employers) may contact the Personnel Officer to arrange for an appointment. No files may be removed from the office but may be reviewed there with a management representative. Requests for copies of your own personnel file must be submitted to the Personnel Officer in writing. Employees may be charged the actual cost of providing the copy.
3. Negative Information: If an employee receives a verbal or written warning/reprimand, it is noted/placed in the employee's personnel file and the employee is provided with a copy.

For information on how long disciplinary documents remain active in personnel files, please see the Standards of Conduct and Discipline policy.

Further, no documents may be removed from your personnel file unless specifically authorized by the Fire Chief at his/her discretion. However, if you disagree with any materials in your personnel file, you may submit a written statement of your position. MCFD1 generally includes your statement in your personnel file. In the event that any evaluation, warning, or reprimand is removed from your personnel file, it is retained and placed in a confidential file maintained by the Personnel Officer. While such documents are generally not used for further discipline, all employees should understand that MCFD1 may use the documents in any arbitration, civil service or other legal proceeding as it determines appropriate.

4. Release of information: MCFD1 does not release employee contact information (address, telephone, etc.) or other information over the phone. If you would like MCFD1 to release salary or other information, you must provide a written, signed authorization for the release. Any verification for employment or income must be directed to the Finance Officer. Employees should also understand that some information, such as your wages, benefits, etc., are subject to written requests for public disclosure.

O. PROMOTIONS AND TRANSFERS

MCFD1 believes it is important to provide opportunities for our employees to grow within the Organization through job transfers and promotions. For this reason, MCFD1 generally posts announcements for position vacancies internally through email and such announcements may also be posted on MCFD1 website. In order to obtain the best qualified candidate for every position, position openings may also be posted to the public. MCFD1's policy is to promote or hire the applicant who we determine is the best qualified for all positions.

Employees who are interested in promotion to a vacant position are encouraged to apply. Applications are available in the administrative offices or online. Please note that MCFD1 only accepts applications for advertised vacancies. Therefore, if you are interested in an open position, be sure to submit the required documents for that position by the position closing date.

In addition to posting to fill job vacancies competitively, all employees should understand that MCFD1 may assign employees job duties or transfer employees to different positions or work assignments and schedules at any time as MCFD1 determines appropriate to the efficient operation of its operations.

P. EMPLOYMENT OF RELATIVES

MCFD1 welcomes the employment of immediate relatives while providing fair and equitable hiring practices in all cases, and with the overall goal of hiring the best qualified candidate for the job. However, MCFD1 also recognizes that the employment of relatives in the same area of an organization has the potential to cause serious conflicts and problems with favoritism and employee morale. Therefore, immediate relatives are not allowed to hold a position of supervisory, appointment or grievance authority over the other. Immediate relatives are also not hired if the employment would cause MCFD1 to violate any applicable law or would jeopardize MCFD1's eligibility for public financing. If an individual applies for a position that would conflict with this policy, the individual's application will be declined. If an individual is mistakenly hired or placed into a situation in violation of this policy, we take prompt action to correct the error (such

as by terminating, transferring, demoting one employee, etc.). Immediate relatives include spouse, children, children-in-law, siblings, siblings-in-law, parents, parents-in-law, niece/nephew, aunt/uncle, step parents/children.

With regard to other relatives, employees who become involved in an intimate relationship with one another, or any other similar situation that proves damaging to morale or MCFD1's best interest, discretion is used in the placement or continued employment of these individuals.

Q. TOBACCO USE

All employees are reminded that MCFD1 business is conducted in the public eye. All employees are expected to maintain a professional image and appearance at all times. In keeping with MCFD1's intent to provide a safe and healthful environment, and in support of Oregon's Presumptive Cancer law for firefighters, smoking (including clove, e-cigarettes, and vaping) and chewing tobacco is prohibited on all district premises. This includes but is not limited to sleeping quarters, kitchens, general entry areas, patios, apparatus, etc. Tobacco-free property policies not only support tobacco users trying to quit, they also protect people from exposure to the toxins in secondhand smoke. The U.S. Surgeon General has concluded that there is no safe level of exposure to secondhand smoke. Employees who violate this policy are subject to discipline.

R. TELEPHONE CALLS

MCFD1's telephones are intended to be used for MCFD1 business purposes. Although MCFD1 recognizes that there are occasionally times when personal phone calls must be made or messages received during business hours, we appreciate your cooperation in keeping incoming and outgoing calls to a minimum. All employees are responsible for notifying their family and friends of this policy. Personal long-distance calls are prohibited using MCFD1 telephones. Personal long-distance calls must be made using a toll-free number or your personal cell phone. At all times, any communications which are not work related are not to interfere with the daily operations or work product of the user or his/her coworkers.

Employees who carry a personal cell phone must do so in such a way that the public is not subjected to the interference of a personal call. As with MCFD1 phones, personal calls, text messages, social media use, and other communications made on personal cell phones should be kept to a minimum and generally must be limited to your breaks and/or meal periods.

MCFD1 also provides some employees with MCFD1 cell phones for use on MCFD1 business only. MCFD1 monitors its cellular telephone bills. Employees who are determined to have violated these rules are subject to discipline up to and including discharge. MCFD1 also seeks reimbursement from the employee.

S. TRAVELING ON BEHALF OF MCFD1

MCFD1 is accountable to the public for its funds. Therefore, all employees are expected to use good judgment to minimize the expenditure of funds for travel on MCFD1 business. This means that employees should always choose the least costly means of travel, lodging and related expenses for approved travel. In addition, all employees are required to comply with the following rules related to travel on behalf of MCFD1:

1. Approval: All travel must be approved in advance by the Fire Chief (or authorized designee). If the travel is to attend training, you must submit a completed Training Request Form to your immediate supervisor, then to the Training Division. The Training Request Form must state the dates of anticipated travel, the purpose and location of the training, and all known costs associated with the training (training fees, transportation, lodging, etc.). "Last minute" calls for applications to fill National Fire Academy or State Training classes at minimal cost to MCFD1 are given priority consideration.
2. Reimbursement Rules: The following rules apply to reimbursements for approved travel expenses incurred by employees:
 - Transportation & Mileage: MCFD1 pays for the actual cost of approved transportation for approved travel on MCFD1 business. Where the approved method of travel permits (such as flights, etc.), the cost is paid in advance by MCFD1. When available, a District vehicle is assigned for travel on behalf of MCFD1. If an employee opts not to use a District vehicle and uses a personal vehicle, no vehicle or mileage reimbursement will be paid. When no District vehicle is available for use, employees who incur mileage costs for approved travel on behalf of MCFD1, are reimbursed at the current Government Services Administration (GSA) mileage rate for the actual mileage required for the trip to and from the employee's regular work site. Please note, personal side-trips are not considered part of the actual mileage required and such mileage will not be reimbursed. Reimbursement is made only for pre-approved travel and does not include travel to and from work. Personnel may NOT apply personal mileage plans or other personal travel benefits numbers/subscriptions to any travel being funded by MCFD1. This is not only a policy violation but a State of Oregon ethics violation and any personnel who violates this policy is subject to discipline as well as the actions of any overseeing state or local agency.
 - Lodging: Generally, all lodging accommodations must be approved in advance by the Fire Chief or his designee. Approval is granted only for lodging accommodations that are cost effective and appropriate to the purpose of the trip and location. Lodging must be booked at GSA rates for single occupancy rooms (or double occupancy if shared) unless unavailable. As with travel, personnel may NOT apply personal travel benefits numbers/subscriptions to any travel being funded by MCFD1.
 - Meals: MCFD1 reimburses you for meal expenses for approved travel up to the maximum GSA per diem amount per day. Itemized receipts are required for reimbursement. Meal reimbursement does not include any alcohol or gratuities in excess of 15%.

- Telephone and Facsimile Charges: Expenses incurred for telephone and facsimile communications during approved travel are reimbursed only if they are directly related to MCFD1 business and are supported by itemized receipts, verifying the number called/faxed, length of the call, etc. Personal calls and faxes are your responsibility.
 - Accompanied Travel: MCFD1 does not pay for or provide reimbursement for any expenses incurred by friends or family members who join you during approved travel. Personal passengers are not permitted in MCFD1 vehicles without prior approval of the Fire Chief.
3. Reimbursements: Only approved expenses incurred for approved travel on behalf of MCFD1 are reimbursed. In order to receive reimbursement for approved travel expenses, you must submit a written reimbursement request and attach all itemized receipts, registration and training verifications. Reimbursement is generally made within two calendar weeks after completion of the approved travel.

If you have any questions about your obligations under this policy, contact the Personnel Officer.

T. VISITORS

In order to maintain efficient operations, personal visitors at work should generally be limited to your breaks or lunch time, so as not to interfere with daily operations. Personal visitors are generally not allowed to remain at a fire station if personnel are needed to respond on a call or leave the station for any other reason except with prior approval of the on-duty Battalion Chief.

8. COMPUTERS AND ELECTRONIC EQUIPMENT

A. OWNERSHIP, USE AND ACCESS

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems, including electronic mail (e-mail) and voice mail are the property of Marion County Fire District. These systems are provided to employees at MCFD1 expense to assist them in carrying out business activities. Consequently, all information transmitted through or stored in the system, including e-mail messages and wireless network use is considered business information.

An employee's use of our electronic communications systems should be restricted to business activities and should never interfere with employees' duties. Employee use of our electronic communication systems (including e-mail and internet) for personal use must be limited to necessary, occasional communication. MCFD1's systems cannot be used at any time to convey or knowingly receive messages that are threatening, disruptive or disparaging. Likewise, MCFD1 strictly prohibits the use of electronic communication systems to convey or knowingly receive messages or graphics that contain offensive material of a sexual, racial, religious, etc. nature or that otherwise violates our Equal Employment Opportunity policies (i.e., harassment, discrimination, retaliation) or Workplace Violence policies.

To ensure that the use of our electronic communication systems is consistent with MCFD1's policies and business interests, we reserve the right to monitor the use of such equipment and to access, review, copy, modify, delete, or disclose information transmitted through or stored in the system, including e-mail messages, as we deem appropriate. Consequently, employees using MCFD1's electronic communication systems should have no expectation of privacy in connection with the use of this equipment or with transmission, use or storage of information in the equipment, including stored e-mail or voice mail messages.

Employees should also be aware that all information on electronic office equipment, network storage devices, or personal computers is a public record if the content of the information would be a public record in any other format. As such, it is subject to disclosure under the public records law.

B. SOCIAL NETWORKING

At Marion County Fire District 1, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established this policy for appropriate use of social media.

1. Expectations For Employees

In the rapidly expanding world of electronic communication, "social media" can mean many things. "Social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Marion County Fire District 1, as well as any other form of electronic communication.

Employee use of social media has the potential to affect our organization and workplace. Therefore, before creating online content, you should consider the risks and rewards that are involved. Keep in mind that if your conduct adversely affects your job performance or the performance or work environment of fellow employees, or otherwise adversely affects Marion County Fire District 1's legitimate business interests, you may face discipline up to and including termination.

However, this policy does not prevent or restrict personnel from engaging in constitutionally protected speech, engaging in union activities, or communicating regarding concerns related to wages/terms or conditions of employment.

2. Conduct

Carefully read this policy and the District's Equal Employment Opportunity Policies (discrimination, harassment, and retaliation) as well as other employment conduct policies, and ensure your postings are consistent with these policies. Inappropriate postings that violate the Equal Employment Opportunity or other employment policies and conduct standards (such as those that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct) will not be tolerated and will subject you to disciplinary action up to and including termination.

Keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or supervisors than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, defamatory, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Marion County Fire District 1 policy.

You are encouraged to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. You are also encouraged to be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Do not post any information that you know to be false about Marion County Fire District 1 or fellow employees.

If you create a link from your blog, website, or other social networking site to a Marion County Fire District 1 website, you should identify your relationship with Marion County Fire District 1. If Marion County Fire District 1 is a subject of the content you are creating, and you have not been authorized to post on the District's behalf, be clear that you are not speaking on behalf of the District and that your views do not represent those of Marion County Fire District 1. For instance, it may be appropriate to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of Marion County Fire District 1."

Use of social media during work hours must be limited to appropriate down time and should never interfere with the performance of District duties and operations. Be sure to comply with the District's Computer and Electronic Equipment policies and do not use

Marion County Fire District 1 email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Unless authorized in writing by the Fire Chief, do not represent yourself as a spokesperson for Marion County Fire District 1. All media inquiries must be directed to the Fire Chief or authorized designee for media contact.

3. Protected/Confidential Information

All employees are required to comply with their HIPAA confidentiality obligations as well as all District confidentiality policies regardless of the forum. Employees are encouraged to review and maintain familiarity with the District's confidentiality policies as well as HIPAA rules. Posting confidential information, including but not limited to the personal and medical information of individuals we serve will not be tolerated and will subject you to disciplinary action up to and including termination

C. SECURITY

MCFD1 has a responsibility to ensure that all information stored on MCFD1 electronic office equipment, personal computers, including cell phones, smart phones, mobile data computers, and network systems are appropriately secure. All employees authorized by MCFD1 to access its equipment and systems share in this responsibility and must use information from these systems only for its intended purpose, and by maintaining the confidentiality, integrity, and availability of the information.

D. USE OF MCFD1 EQUIPMENT AND IDENTITY

Only authorized users may access the Internet on MCFD1-owned systems and equipment. A computer, workstation or other computer-related equipment, including MDT's may be assigned to an employee or apparatus for MCFD1's business purposes. Employees are not permitted to perform any unauthorized upgrades, modification, or repairs to any computer, workstation or other equipment assigned to them, unless authorized to do so by the MCFD1 IT personnel. You must contact your supervisor to request upgrades or additional equipment. Contact the MCFD1 IT personnel to request support for problems that may result in troubleshooting or repairs.

Due to the risk of computer virus infection, no employee is allowed to download any files to any machine or disk without employing the current virus scanning procedures established by MCFD1 IT personnel.

Further, MCFD1's name and property (including all uniforms, equipment and other property with MCFD1 logos) should not be used in external communication forums such as chat rooms without prior written authorization from the Fire Chief or his designee. Employees are not permitted to mail, upload, or broadcast any sort of information for personal gain, including but not limited to chain letters, sale of products, and/or searches of non-business related sites or any obscene or offensive material. Failure to follow this policy may be grounds for disciplinary action, up to and including immediate termination of employment. If you have any questions regarding this policy, please contact the Personnel Officer.

E. USE OF SOFTWARE LICENSED TO MCFD1

When a computer or workstation is assigned to an employee for business purposes, that computer or workstation will contain software licensed to MCFD1. Employees should contact MCFD1 IT personnel to request any changes to the standard software load, including upgrades, additions, or deletions. MCFD1 reserves the right to audit or remove at any time any software on any computer or workstation assigned to an employee.

Employees should not perform any action on any software licensed to MCFD1 that is in violation of a software license agreement. Similarly, employees should not perform any action in the use of any computer or work station that is in violation of a copyright law. To avoid violations, employees are prohibited from removing or making copies of our computer software under any circumstances.

F. USE OF SOFTWARE NOT LICENSED TO MCFD1

Employees should not install, load or use without prior approval from MCFD1, any software and/or programs that are not licensed to MCFD1. Such software includes copies licensed personally to the employee, "shareware", "freeware", or product demonstration copies ("demos").

G. CONFIDENTIAL INFORMATION

Please be aware that a greater degree of caution is required when transmitting confidential and client information on the computer system. Confidential information may only be accessed and used as specifically required to perform your job duties. Confidential information should never be transmitted or forwarded to outside individuals or companies who are not authorized to receive that information, nor should such information be transmitted or forwarded to other employees at MCFD1 who do not need to know the information. Always use care in addressing e-mail messages and ensure that any mailing lists are current to avoid inadvertently sending confidential information to the wrong person.

H. DISCIPLINE

The use of a computer or electronic and telephonic communication systems to engage in any communications that are in violation of any MCFD1 policy or state or federal law, including but not limited to the transmission of defamatory, obscene, offensive or harassing messages, is strictly prohibited. We consider misuse of our computer, electronic, telephonic and e-mail systems to be a serious matter. Failure to follow this policy may be grounds for disciplinary action, up to and including immediate termination of employment. If you have any questions regarding this policy, please contact the Personnel Officer.

9. WORKPLACE SAFETY

Marion County Fire District's policy is to provide safe working conditions for all employees. We consider safety conditions and practices on MCFD1 premises to be the mutual obligation and responsibility of MCFD1 and its employees. We rely on our employees to work in a manner that does not produce injury to them, persons working with them, customers or the public. Employees are expected to demonstrate a positive attitude toward safety and good health and to show responsibility for their own well-being. Familiarize yourself with the rules of safety and form the habit of being safety-minded for yourself and your coworkers. The best safety measure is a thoughtful, safety-minded employee.

A. REPORTING WORKPLACE INJURIES

Work related injuries or illnesses must be reported to the supervisor and the on-duty Battalion Chief as soon as possible after they become known to you (generally within 24 hours). This is essential. Even though a work-related injury may appear to be of little consequence, it is important that it be reported in sufficient detail to establish a claim should complications follow. Generally, all injured workers must fill out a Preliminary Injury Report form, which must be promptly submitted to the on-duty Battalion Chief. Any employee whose injury requires evaluation by a medical facility or physician is required to complete an 801 form and submit it to the Personnel Officer. All injuries are also logged in our OSHA-300 log.

All employees are likewise, required to report any accident involving other persons or their property, or injuries to the public immediately. These accidents should be reported in sufficient detail to allow MCFD1 to respond. Employees are required to cooperate fully with all accident investigations.

B. REPORTING UNSAFE WORKING CONDITIONS AND PRACTICES

It is the responsibility of all employees to report any unsafe working condition promptly. Reports should be made to your Supervisor. We encourage our employees to work with us to maintain safety by alerting us to potentially unsafe conditions. If you see an unsafe or dangerous working condition that you can easily correct (such as a cord lying across a walk way), you should fix the problem immediately. Also, if you see a coworker working in a manner that you feel is unsafe, we encourage you to courteously suggest a way to do the job more safely.

We also encourage employees to bring general concerns and recommendations for improving workplace safety to our attention. General concerns and recommendations can be made to the Personnel Officer or any member of the safety committee. Your concerns and recommendations are welcomed and carefully considered by our safety committee.

C. RETALIATION

It is important for all employees to understand that MCFD1 expects its employees to report all workplace accidents, injuries and unsafe working conditions and to participate in investigations. We do not allow supervisors, managers or other employees to retaliate against employees who comply with our safety reporting policies. Employees should bring complaints of retaliation to the Fire Chief or his designee. These types of complaints are promptly investigated and violators are subject to appropriate disciplinary action, up to and including termination of employment.

D. OPERATION OF EQUIPMENT

Employees are strictly forbidden from driving or operating any equipment unless they have been pre-qualified and authorized by their supervisor to do so. An employee should not, under any circumstances, operate equipment or vehicles that they feel are not in safe operating condition. If an employee feels that such equipment or vehicle is not in a safe operating condition, they should notify their supervisor.

E. USE OF SAFETY EQUIPMENT

MCFD1 provides employees with a variety of protective safety equipment. Employees are required to use good judgment and wear proper safety gear at all times. If you have any concerns about deficiencies in the required protective equipment, you must report it to your supervisor immediately.

F. PRANKS, HORSEPLAY AND HOUSEKEEPING

It is the intent of MCFD1 to maintain a safe working environment and all personnel are expected to use good judgment and to make prudent choices when interacting with coworkers while on premises. Pranks and practical jokes must take this intent into consideration. While MCFD1 acknowledges the close working and living environment of its personnel, and supports playful and positive interaction, physical horseplay, pranks and practical jokes that are or could reasonably be construed as bullying and any other violation of individual rights will not be tolerated and is subject to disciplinary action.

All work areas must be kept clean. Each employee is responsible for cleaning up any hazards they may create and correcting any unsafe condition or practice to the extent of their authority. If any employee does not have authority to correct an unsafe condition or practice, they must report it to a management representative who has the authority to see that it is corrected.

G. SAFETY COMMITTEES

MCFD1 has established a Safety Committee in accordance with OR-OSHA requirements. It is the goal of MCFD1 to maintain a workplace that is proactive in the prevention of workplace accidents and injuries. If you have questions, suggestions, or would like to participate in our Safety Committee, contact the Safety Chief.

H. WORKPLACE VIOLENCE AND INTIMIDATION

MCFD1 is committed to providing a workplace that is free of intimidation, threats of, and actual violence. Such acts are absolutely unacceptable for MCFD1 employees and representatives and will not be tolerated. In order to avoid misunderstandings, we have provided a list of behaviors, while not exclusive, to give you some examples of conduct that is prohibited:

- Provoking, participating in or encouraging fights or other physical altercations.
- Threatening the safety or well-being of another employee, volunteer, patient/citizen, or others you come into contact with through your job, whether direct, indirect, or implied.
- Vandalizing MCFD1 property, patient/citizen property, or the property of other employees or volunteers.

- Yelling, screaming, intimidating, name-calling, or other abusive or vulgar outbursts of temper, particularly when directed at a coworker, volunteer, or patient/citizen.
- Advocating or encouraging acts of violence toward others.
- Being in possession of guns, weapons or explosives on MCFD1 property, including parking lots or in MCFD1 vehicles. Weapons are not permitted in cars parked on MCFD1 premises. This includes but is not limited to rifles during hunting season.
- Brandishing any object in a threatening manner, that could reasonably be construed as a weapon or a threat of violence.
- Distributing “hate” literature or engaging in other communications that advocate violence.
- Engaging in any other conduct we consider menacing, threatening or violent.

All employees, volunteers, and others you come into contact with through your employment with MCFD1 should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting or other conduct that may be dangerous to others.

Reporting: Employees should immediately report incidents that involve violations of this policy through your chain of command, or to another management-level personnel to whom you feel comfortable reporting. If you are in immediate fear for your safety or the safety of another person, call 911. Likewise, all suspicious individuals or activities should also be reported as soon as possible. MCFD1 encourages employees to bring their disputes or differences with other employees to the attention of management before the situation escalates into potential violence.

MCFD1 promptly investigates all reports of violations of this policy. Investigations, including the identity of the person reporting, are kept confidential to the extent we determine confidentiality can be maintained while allowing us to comply with our investigation obligations. Violation of this policy is a serious offense and employees who violate our workplace violence and intimidation policy are generally subject to immediate termination of employment. Retaliation against those who report incidents or provide information in connection with an investigation is not tolerated. Employees who engage in retaliation are also subject to immediate discharge.

I. BLOOD BORNE PATHOGENS

Many employees perform services to citizens, which may require them to come into contact with bodily fluids such as blood or other potentially infectious materials. MCFD1 has developed a detailed exposure control plan that outlines the safeguards and procedures that all employees are expected to follow related to Blood Borne Pathogens. Our Blood Borne Pathogens Exposure Control Plan can be posted and available. In addition, MCFD1 conducts periodic training, at least annually on blood borne pathogens and exposure control. For more information or if you have questions about our plan or training opportunities, please see the Training Division.

10. DRUG AND ALCOHOL POLICY

A. PURPOSE

MCFD1 has a responsibility to its employees and the public to ensure safe working conditions and a productive workforce. The misuse of alcohol and other drugs can impair employee performance and jeopardize the safety of employees and the public. Therefore, MCFD1 has developed this policy to promote a safe and productive working environment and prevent accidents, injuries and property damage that may result from inappropriate drug and/or alcohol use.

As used in this policy, "drugs" include marijuana and all other controlled substances regulated under the federal Controlled Substances Act, "designer drugs" and other mind-altering or function-altering substances not approved for human use/consumption by the U.S. Food and Drug Administration. It is not, however, the intent of this policy to test for medications (other than marijuana) that are lawfully prescribed and lawfully used in accordance with the prescription. For more information on the requirements that apply to employees using prescribed or non-prescribed medication, please refer to the "Notification of Medical Limitations" and "Safeguards" section of this policy.

B. PROHIBITED CONDUCT

The following conduct is strictly prohibited:

1. Buying, selling, distributing, transporting, possessing, using, manufacturing, consuming or using illegal drugs, including marijuana, or alcohol while on District property, in District vehicles or equipment, on any site where work is being performed, including but not limited to emergency scene response areas and training sites. Employees will not be considered to be in violation of this policy for proper, lawful possession and distributing/dispensing of controlled substances as required to perform their job duties.
2. Reporting to work or returning to duty under the influence of alcohol. For the purpose of this policy, an employee is automatically considered to be "under the influence of alcohol" if his/her blood or breath tests at the equivalent of .02 BAC or higher. The District may also consider other evidence in determining whether an employee is "under the influence."
3. It is recognized that an employee may be called back to duty during normal off-duty hours. To ensure compliance with this Policy and safety standards, employees who have consumed alcoholic beverages within eight (8) hours of responding to the callback as well as employees who, for any reason, believe that responding to the callback would require them to return to duty "under the influence" are required to notify their supervisor upon being contacted for the callback and provide sufficient information to enable the supervisor to determine whether the employee should be excused from the callback. In such an event the employee waives his/her right to that work.
4. Reporting to work or returning to duty under the influence of drugs, including marijuana. An employee is automatically deemed to be "under the influence" of drugs and is considered to have tested "positive," if the employee's urine test indicates a presence of

drugs as set forth in Section F - Safeguards and Testing Protocol, below. The District may also consider other evidence in determining whether an employee is "under the influence."

5. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense. All drug and alcohol-related arrests, convictions and plea-bargaining agreements must be promptly reported to the Personnel Officer.
6. Failing to comply with District directives regarding enforcement of this Policy, including but not limited to refusing to immediately submit to required testing; giving false, diluted or altered samples; giving invalid (synthetic) urine samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by rehabilitation counselors or by the District pursuant to this Policy.

An employee is considered to be "under the influence" of drugs if he/she tests positive for any substance tested under DOT/FCMSA regulations (i.e. cocaine, methamphetamines, marijuana, opiates, phencyclidines, or amphetamines, MDMA, etc.) at the cutoff levels applicable under the DOT/FCMSA testing regulations at the time of testing. It is understood and agreed that in the event DOT testing levels are modified or new drugs are added to DOT testing requirements, this policy will automatically be adjusted to incorporate those new drugs and/or cutoff levels as positive test results.

Employees who engage in any prohibited conduct are subject to discharge.

C. MARIJUANA

In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable use under federal law, including recreational or medical use. Therefore, any on or off duty use of marijuana that is inconsistent with the "prohibited conduct" listed above is considered a violation of this policy, even if an employee has a physician recommendation for the use of marijuana under the Oregon Medical Marijuana Act. *If you believe you need some other type of accommodation (other than exceptions to this policy) for your disability, you should contact the Personnel Officer to discuss other available options.*

D. NOTIFICATION OF MEDICAL LIMITATIONS

Employees who are taking prescription or non-prescription medications are responsible for consulting with their healthcare provider and/or pharmacist to determine whether there are any potential side effects that could affect their ability to safely and competently perform their job duties. This specifically includes carefully reviewing medication warnings and asking about potential drug interactions if you are taking more than one kind of medication. If you or your healthcare provider believes that you are or may be experiencing such side effects, the employee must promptly disclose that information to the Personnel Officer before reporting to work or continuing to work. Medical verification of ability to safely perform job duties may be required before the employee is allowed to return to work. Medical verification may also be required if the Agency otherwise has a good faith reason to believe that a medication may be affecting your job performance and/or job safety. You do not need to disclose the name of the medication or the medical condition you are being treated for unless the District determines that

this is necessary to comply with its legal obligations (e.g. properly designating leaves, making reasonable accommodations, etc.).

Although the lawful use of prescription or over-the-counter medications is not grounds for disciplinary action by itself, failure to follow the reporting procedure discussed above may subject the employee to disciplinary action. Employees may also be disciplined for using medication that is unlawfully obtained or for using that is inconsistent with the prescription or label (including but not limited to using medication prescribed to another person). Please also note that if you test positive for alcohol or show signs of having alcohol present in your body (e.g. odor on your breath), it will not be an acceptable excuse that you used a medication containing alcohol, such as Nyquil.

E. SEARCHES

The District reserves the right to conduct searches of District equipment, vehicles and facilities for any reason. In addition, all District property is subject to general access by coworkers, supervisors and managers. This policy is not intended to restrict such access and employees should understand that they do not have any expectation of privacy in any District property, including desks and vehicles.

The District may also search all personal items (packages, bags, back packs, etc.) brought onto District property when the District has a reasonable suspicion to believe alcohol and/or other evidence of a violation of this Policy may be found in the item being searched. The employee and/or an Association representative (for represented employees), are generally given the opportunity to be present during all such searches, unless the District determines that their presence would compromise or unduly delay the search. MCFD1 does not search any employee's person, only his/her property as described above, and no employee will be forcibly searched or detained. Employees who decline to submit to a search of their property consistent with this policy are, however, considered to be in violation of this Drug and Alcohol policy.

Illegal drugs or drug paraphernalia found in or on Agency property may be released to a law enforcement agency.

F. TESTING

The District may require an employee to submit to drug and/or alcohol testing in the following circumstances:

1. Pre-Employment Testing: All job offers to the final candidate for any safety-sensitive position (including all fire protection, medical and other emergency response positions), including full-time, part-time and temporary status, are conditioned on satisfactorily passing a drug test. The job offer will be rescinded for individuals with a positive drug test result. Also, current employees transferring from a non-safety sensitive function to a safety sensitive function are required to submit to and pass a drug test with a verified negative result as a condition of the transfer/ job change. All applicants who are required to undergo testing must submit to such testing within a specified period from the time they are notified of their obligation to be tested.
2. Reasonable Suspicion Testing: An employee may be required to immediately submit to testing for drugs whenever the District has a reasonable suspicion that the employee has reported to work, returned to duty or is working under the influence of any drugs,

including marijuana. Likewise, an employee may be required to immediately submit to testing for alcohol whenever the District has reasonable suspicion to believe that the employee has reported to work, returned to duty or is working with alcohol in his/her system.

“Reasonable suspicion” is based on articulated observations concerning the employee's physical appearance, unusual behavior, speech, breath, or other reliable indicators that would cause a reasonable person to believe that an employee has reported to work or returned to duty with alcohol or drugs in his/her system. Whenever the District determines it is practicable, reasonable suspicion is established by the observations of two or more members of the command staff.

Although a work-related accident or injury is generally not, in and of itself, sufficient to constitute “reasonable suspicion,” the occurrence of an accident or injury may, in conjunction with other reliable indicators, be sufficient to support a reasonable suspicion for testing.

3. Post-Accident Testing: Safety-sensitive employees who are involved in a motor vehicle accident involving District vehicles or apparatus and personal injury or property damage are subject to testing for drugs (but not alcohol). The District may waive testing if it concludes that the employee's actions or inactions were clearly not a factor causing the accident. Employees who are involved in such accidents may also be tested for alcohol if there is reasonable suspicion to believe that they had prohibited levels of alcohol present in his/her body when the accident occurred under reasonable suspicion testing as set forth above.

In the event an employee is injured and unable to promptly consent to testing, the employee is required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident. The employee is further prohibited from consuming alcohol or taking drugs (excluding prescribed drugs consistent with a physician's instructions) between the time of the accident and testing.

4. Individualized Suspicionless Testing: The District may require an employee to submit to individualized, suspicionless testing for drugs and/or alcohol for up to twenty-four (24) months pursuant to a disciplinary return to work agreement as recommended by rehabilitation counselors and approved by the Personnel Officer in accordance with applicable law.
5. DOT and Other Required Testing: Employees are subject to drug and alcohol testing when otherwise required by law based on the nature of their job duties with the District, such as DOT drug and alcohol testing. Failure of a legally required test, such as a DOT test, is also a violation of this policy

Urinalysis testing is generally used for drug testing and breathalyzer or blood testing is generally used for alcohol testing.

G. TESTING SAFEGUARDS AND PROTOCOLS

All testing is conducted at a laboratory certified by the Department of Health and Human Services (DHHS) under the National Laboratory Certification Program (NLCP) to conduct DOT testing.

All drug tests are conducted through collection of a split sample. All positive drug tests are confirmed by a second confirmatory test from the same sample using GCMS or superior testing methodology before the test result is reported as positive. Further, employees who test positive are provided with an opportunity to discuss the confirmed results with a Medical Review Officer (MRO) before the test result is reported as positive. Lawful medication used consistent with a prescription is treated as a negative test under this policy and employee medical information is not disclosed to the District by the testing organization. Test results are reported to the Personnel Officer or designee. Such results are considered to be confidential and released only on an "as needed" basis.

An employee who tests positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result. The cost of the retest is borne by the employee, unless the retest shows the original positive result was in error.

The time spent by an employee in traveling to and from the collection site as well as time spent in District mandated testing must be reported and are treated as hours worked for pay purposes.

1. Additional Rules Applicable to Testing:

- All employees who are required to undergo testing must provide the testing laboratory with photo identification and fully cooperate with all testing requirements imposed by the laboratory, including but not limited to resubmission to testing within specified time periods in the event of a diluted sample.
- All employees who are required to undergo reasonable suspicion or individualized suspicionless testing must:
 - a. Immediately submit to testing;
 - b. Refrain from transporting themselves to or from the designated testing site. A supervisor or management employee provides transportation to and from the testing laboratory and arrange for the employee to be driven home;
 - c. Refrain from drinking liquids between the time of the notification that testing is required and the time the testing is completed.

H. VIOLATIONS AND REHABILITATION OPTIONS

Employees who engage in any prohibited conduct under this policy are subject to discharge, even for the first offense.

1. Employees who Report Dependencies and Seek Assistance *before* Committing a Policy Violation – Rehabilitation: The District encourages employees who have drug and/or alcohol problems or think they may have such problems to seek assistance voluntarily.

When an employee voluntarily reports a drug or alcohol problem to the Personnel Officer and seeks assistance before being requested to submit to testing and before dependency problems result in unsatisfactory performance, attendance, violations of safety or violation of this Policy, that employee is placed on a leave of absence and/or adjusted working hours to allow for rehabilitation/treatment.

The employee will not be permitted to work until such time as a competent medical authority has certified that he/she is able to safely perform his/her job duties. The time an employee is off work undergoing rehabilitation is unpaid. However, the employee may draw their unused, accumulated sick leave, followed by vacation pay and other paid leave banks. Such time off may qualify for Family Medical Leave benefits. Also, employees who are receiving health insurance coverage are eligible for coverage only as outlined in the Health Insurance Policy and required by applicable law. Thereafter, employees may self-pay the insurance premium pursuant to COBRA.

2. Employees who Report Dependencies and Seek Treatment *after* Committing a Policy Violation: Employees who claim drug or alcohol dependencies after being tested, selected for testing or otherwise violating this Policy are subject to discharge, irrespective of such dependencies. Similarly, employees who claim drug or alcohol dependencies caused substandard performance or other violations of safety or other standards after violating those standards are subject to appropriate disciplinary action, irrespective of such dependencies.

The District may, at its discretion, allow an employee a one-time opportunity to enter into a Last Chance Agreement in lieu of discharge. The District's decision is based on all of the surrounding circumstances, including the nature of the violations, the employee's position and length of service, the employee's overall work and disciplinary record, etc. In such cases, a *Last Chance Agreement* is required that provides for unannounced, suspicion-less testing for a period of time after returning to work, as recommended by the Substance Abuse Provider and consistent with applicable law.

11. STANDARDS OF CONDUCT AND DISCIPLINE

The conduct of MCFD1 employees affects MCFD1's ability to serve its citizens as well as the public's impression of MCFD1. Further, MCFD1 believes that most employees prefer to work in an environment in which serious or repeated violations of its conduct standards are not permitted. With that in mind, MCFD1 has developed the rules in this manual, which, together with observing all other proper standards of conduct, all employees are required to follow.

A. PROGRESSIVE DISCIPLINE

Except as specifically provided otherwise in a current collective bargaining agreement covering your employment or current civil service rules applicable to your employment, all employees are employed on an "at-will" basis regardless of their employment status or classification. Aside from MCFD1's right and your right to terminate our employment relationship at any time, MCFD1 may issue verbal or written warnings, suspend, demote, or take other disciplinary action against employees as it determines appropriate to the circumstances.

To avoid misunderstandings, MCFD1 has provided examples of unacceptable. When MCFD1 believes that a regular employee has committed a first infraction of our policies/standards, the employee is generally be issued a verbal and/or written warning prior to more serious discipline or termination of employment. Probationary and temporary employees are not generally given a written warning prior to termination. When we feel an employee has committed a serious violation of policy, that employee is subject to immediate suspension or discharge, even for a first offense.

However, all employees should understand that progressive discipline is not guaranteed. Rather, each situation is evaluated according to the circumstances involved, and the type of discipline administered may vary based upon MCFD1's determination of the seriousness of the offense. Also, warnings for different infractions are considered and combined to determine the type and severity of discipline administered. An employee's overall record may be considered in determining the appropriate degree of discipline to be imposed in a particular case. MCFD1 will determine what the facts are, whether discipline is warranted, how serious the violation is, and what level of discipline is appropriate.

If you feel you have been unfairly disciplined or discharged, we encourage you to utilize the "Grievance and Complaint Procedures" in Section 12 of this Manual.

B. EXAMPLES OF INFRACTIONS

Infractions include, but are not limited to:

- Unsatisfactory attendance, such as unauthorized absence, excessive absenteeism or tardiness, patterned absenteeism or tardiness, failure to properly and timely notify MCFD1 of an intended absence or tardiness or failure to comply with other reporting policies.
- Careless, inaccurate, unreliable, or otherwise unsatisfactory work performance or productivity.

- Interfering with or impeding any employee's work by talking or creating other distractions; deliberately delaying or limiting work tasks, or inciting others to delay or limit work tasks.
- Performing other than MCFD1 work during work hours.
- Discriminatory behavior or harassment of a racial, age, ethnic, sexual, sexual orientation, disability related, or religious nature or based on any other protected category or activity which, in our view, is not serious enough to justify immediate discharge.
- Using or displaying MCFD1 property for personal use without advance approval
Violation of the Dress and Grooming Policy;
- Insubordination, including failure to follow any legal verbal or written job instructions issued by a person in the position of MCFD1 as determined by MCFD1
- Violation of MCFD1's Workplace Violence Policy, including but not limited to: Threatening, intimidating, coercing or assaulting another employee, volunteer, supervisor, member of the public, or business associate;
- Provoking or instigating arguments, dissension or fights during working hours or on MCFD1 premises or engaging in horseplay which results in injury or property damage;
- Possession of weapons, firearms or explosives on MCFD1 premises; etc.
- Dishonesty of any kind, including but not limited to: theft, falsifying any reports or records, such as applications, absence and sickness reports, time records, accident reports, or patient records; making untruthful statements (or material omissions or misstatements) in response to any employment related inquiry or investigation or other matters related to your employment;
- Engaging in conduct that violates the District's Equal Employment Opportunity Policies that MCFD1 determines to be serious or repeated, including but not limited to discriminatory, retaliatory or harassing behavior of a sexual, racial, ethnic, age, disability or religious nature, or that is based on other protected status or activity, etc.;
- Violation of our ethical practices policies;
- Committing repeated or serious violations of safety rules, safe working habits, or governmental safety rules and regulations such as but not limited to: Tampering with safety equipment, or facilities, including removing safety devices from equipment or facilities; Failure to follow rules and directives for the use of personal protective equipment; Failure to promptly report an injury when it is known to you, accident or property damage; etc.
- Violation of the Drug and Alcohol Policy;
- Any careless or deliberate act of destroying, or damaging MCFD1 property, tools or equipment, or the property of others on MCFD1 premises or while on MCFD1 business;
- Criminal or other activity that interferes with the employee's ability to perform their duties or MCFD1's ability to maintain the public trust;
- Violating any other MCFD1 policy presently in effect or subsequently issued which MCFD1 determines is serious enough to justify immediate discharge; and,
- Any other conduct that is, in the view of MCFD1, serious enough to justify discharge or suspension.

C. OTHER CONDUCT

We believe these rules are clear and require little explanation. However, if you have any questions concerning the application or intent of these rules, please consult your supervisor, the Personnel Officer or the Fire Chief. Obviously, rules cannot be listed to cover every situation.

The above lists are intended to give you examples of some of the types of conduct that will lead MCFD1 to exercise its termination options. Conduct not specifically mentioned is disciplined according to the standards followed for what we feel is the most equivalent type of conduct listed.

D. REMOVAL OF DISCIPLINE FROM YOUR FILE

Disciplinary action remains in an employee's file indefinitely. However, the District generally does not consider verbal warnings that are more than twelve (12) months old or written warnings that are more than twenty-four (24) months (provided no further violations or deficiencies occur during such periods) for progressive disciplinary purposes where applicable. Please note, however, that the District does continue to consider warnings/discipline for violations of its Equal Employment Opportunity Policies for progressive disciplinary purposes regardless of age.

In addition, an employee's overall record (including the number and age of prior discipline) *is* considered when evaluating any mitigating or aggravating circumstances applicable for any disciplinary situation. You should also understand that in the event that any evaluation, warning, or reprimand is removed from your personnel file, it is retained and placed in a working file maintained by the Personnel Officer. While such documents will generally not be used for further discipline, MCFD1 may use the documents in any arbitration, civil service or other legal proceeding as it determines appropriate.

E. DISCHARGE PROCEDURES

Promoted probationary and regular status employees are generally offered an opportunity to respond to management's decision to suspend, reduce pay or terminate employment prior to termination. This response may include any additional explanation or other information they would like MCFD1 to consider before a final disciplinary decision is made. *Except as otherwise provided by an applicable collective bargaining agreement, applicable civil service rules, or written employment contract signed and dated by Fire Chief (or Board if applicable to the Fire Chief position), however, nothing in this policy changes an employee's at-will employment relationship with the District. Employees do not hold any property rights in, or ownership of, their job.*

12. GRIEVANCE AND COMPLAINT PROCEDURES

MCFD1 recognizes that in any workplace relationship, disagreements and problems may develop. MCFD1 can only deal effectively with problems or complaints of which it is made aware. As a result, it is MCFD1's policy to provide its employees with an orderly process through which they may have their workplace problems and complaints considered fairly and rapidly.

A. OPEN DOOR POLICY

MCFD1's management, including supervisors, the Personnel Officer and Fire Chief maintain an Open-Door policy and encourage employees to contact them at any time if they have any workplace questions or concerns. MCFD1 cannot guarantee that an employee's point of view will prevail. However, MCFD1 management is committed to listening and making every effort to ensure that problems are resolved fairly and in the public interest.

B. COMPLAINT PROCEDURE

In addition to maintaining an Open-Door policy, MCFD1 has also established the following complaint procedures which may be used by employees who have workplace concerns. Except as provided below, this policy may be used for general non-disciplinary workplace concerns as well as to appeal disciplinary decisions.

Please note: Bargaining Unit Employees who have concerns regarding disciplinary action or other potential violations of the collective bargaining agreement must use the grievance procedure found in the collective bargaining agreement and not this Complaint Procedure. Likewise, non-union promoted probationary and regular employees in civil service positions who want to appeal demotion, disciplinary reductions in pay, disciplinary suspensions or discharge must follow the appeal procedures outlined in MCFD1's current Civil Service Rules and not this Complaint procedure.

Also, any employee who has a concern about discrimination, harassment or retaliation should follow the reporting methods described on page 6 of this Manual and need not comply with the time limits and requirements found in this Complaint Procedure. Likewise, employees who have concerns regarding retaliation for raising ethical concerns, safety concerns or reporting workplace injuries and accidents should follow the reporting methods outlined in those sections of this Manual and not this Complaint Procedure.

1. First Step – Supervisor

Discuss the matter with your immediate supervisor as soon as possible after the event prompting the complaint. Your supervisor reviews your problem and attempts to resolve the complaint as quickly as possible, generally within ten (10) work days of the complaint. If your concern involves your supervisor, you can proceed directly to step 2.

2. Second Step – Chain of Command

Employees who are not satisfied after receiving their supervisor's decision may appeal that decision to their Department Head or the next person in their chain of command with a copy to

the Personnel Officer. Appeals should be made as soon as possible but no later than three (3) work days after your supervisor's response. Appeals must be made in writing and must include a statement outlining your complaint, all relevant documents and other information you want the Department Head (or next person in your chain of command) to consider, the results of the discussion with your supervisor and your proposed resolution to the problem. The Department Head (or next person in your chain of command) reviews the complaint and available information, may meet with the employee and/or the supervisor, to attempt to resolve the matter. The Department Head (or next person in your chain of command) generally responds within ten (10) work days.

3. Final Step – Fire Chief

Employees who are not satisfied with the results of the Step 2 appeal may file an appeal in writing to the Fire Chief. Appeals to the Fire Chief must be made within five (5) work days of receipt of the Step 2 decision. Appeals to the Fire Chief must be in writing and must set forth the grounds upon which the complaint is based and the reasons why the employee considered the decision rendered at Step 2 to be unacceptable. Copies of the decision (if written) and statement of reasons from Step 2 above must be filed with the appeal. The Fire Chief may meet with the employee, the supervisor, and/or the Department Head/Chain of Command or conduct any other investigation as the Fire Chief determines appropriate. If the appeal relates to disciplinary action, the Fire Chief generally provides a written decision. The Fire Chief's decision is final.

13. LEAVING MCFD1 EMPLOYMENT

A. VOLUNTARY RESIGNATIONS

Employees may resign at will, at any time. However, in order to resign your employment in good standing, you must submit a written letter of resignation to your Supervisor or the Fire Chief at least ten working days before your intended final day of employment/service. Please note: failure to resign in good standing may affect your future employment eligibility with MCFD1. Therefore, MCFD1 encourages you to plan ahead for anticipated resignations.

B. LAYOFFS

**Employees who are covered by a current CBA should refer to the CBA for applicable layoff and recall provisions.*

Changes in MCFD1's funding and operations may affect employment needs. In the event MCFD1 decides that it is necessary to make employment layoffs, the decision of individuals to be laid off is made by MCFD1 based on our evaluation of the comparative work performance of the employees affected, as well as the skills and abilities of those employees to perform the work remaining. In the event we feel the performance, skills and abilities of the employees we are considering for layoff are relatively equal; employees are generally laid off in the following order within the positions affected:

1. Temporary and on-call employees,
2. Probationary employees,
3. Part-time employees,
4. Full-time employees

Employees may be reduced in hours in lieu of layoff at MCFD1's discretion as it determines appropriate to its operating requirements. Employees who are laid off do not have bumping rights.

In the event that MCFD1 determines positions can be reinstated, laid off employees may be recalled based on MCFD1's evaluation of the former employee's skills and ability to perform the available work. In the event that MCFD1 feels that the performance, skills and abilities of the employees we are considering for recall are relatively equal, employees are generally recalled in inverse order of layoff. Laid off employees are eligible for consideration for recall for up to 12 months following their date of layoff. Failure to respond to a recall notice within five (5) business days from the date of post mark is considered a rejection of the recall notice and you will be removed from consideration for future recall.

C. DISCHARGES/TERMINATIONS

Except as specifically provided otherwise in an individual written employment agreement, a current collective bargaining agreement covering your employment or current civil service rules applicable to your employment, employment with the Marion County Fire District can be terminated by MCFD1 or the employee at any time for any reason not prohibited by law. For more information on examples of the conduct that may cause MCFD1 to exercise its option and

MCFD1's procedures for discipline and discharge, please review the policies contained in this Manual.

D. FINAL PAYCHECKS

Your final paycheck includes all amounts owed to you for work performed through your last day of employment as well as any earned and unused vacation and other payable benefits. If you are discharged or laid off by MCFD1, your final paycheck is made available by the end of the next business day following your termination. If you voluntarily resign your employment with at least 48 hours advance notice, your final paycheck is made available on your last day of work or on the next business day if your last day falls on a Saturday, Sunday or holiday. If you voluntarily resign your employment and fail to provide at least 48 hours' notice, your final paycheck is made available within 5 days of your termination or on the next payday, whichever comes first. Checks are mailed on request.

E. RETURN OF PROPERTY

All MCFD1 property in your possession, including uniforms, personal protective equipment, keys, radios, etc. must be returned on or before your last day of employment.

F. REFERENCES

Employees who leave MCFD1 employment are given the option of authorizing MCFD1 to release information regarding their work performance, attendance, interpersonal relations, etc. or information limited to their length of employment, position and pay rate. When employees leave our employment without giving written authorization to release more detailed information we will, as a general practice, release only information about their length of employment, position and pay rate. All reference requests must be directed to the Personnel Officer for response on behalf of MCFD1.

14. ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of Marion County Fire District's Personnel Policy Manual, which becomes effective July 16, 2020 and that this Manual covers my employment.

I understand that Marion County Fire District #1 reserves all rights necessary for the efficient and orderly management of its operations and that this Manual is intended to be a guideline to its practices, not a contract for continued or future employment or benefits at any level. I recognize that it may become necessary for MCFD1 to change this Manual, its policies and practices, and to change or discontinue any benefits from time to time (*subject to applicable collective bargaining obligations, if any*) as it determines appropriate to the management of its operations.

I also understand that, except as otherwise expressly provided in an applicable collective bargaining agreement, applicable civil service rules, or an individual written employment contract or Board resolution applicable to my employment, that either the District or I may terminate my employment relationship at any time, for any or no reason, with or without cause, and with or without advance notice or due process procedures, and that I do not have any property interests/rights or ownership in my employment with Marion County Fire District #1.

I also understand that no one other than the Fire Chief (or the Board of Directors if the agreement relates to the Fire Chief) has any authority to enter into any agreement for employment for any specified period of time, to assure me of any future position, benefits, or terms or conditions of employment, or to make any promises contrary or in addition to this Manual. I further understand that any past or future written or verbal statements contrary or in addition to the guidelines outlined in this Manual must be approved in a writing signed by the Fire Chief (or by the Board of Directors if the change relates to the Fire Chief) in order to be valid.

I have read this acknowledgement carefully before signing.

Employee Signature

Date

Employee's Name (Print Name)