

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of December 2021, by and between Missoula Rural Fire District, a Rural Fire District pursuant to § 7-33-2105, M.C.A., hereinafter called ("the District" or "the Board"), and Paul Finlay, hereinafter called "Employee", both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, the District desires to employ the services of Employee as Assistant Fire Chief of Missoula Rural Fire District, as provided by § 7-33-2105, M.C.A.; and

WHEREAS, it is the desire of the District, to provide certain benefits, establish certain conditions of employment, and set working conditions of Employee; and

WHEREAS, it also is the desire of the District to do as follows: (1) secure and retain the services of Employee and provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) provide a just means for terminating Employee's services at such time as he may be unable to satisfactorily discharge his duties or when the District may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as Assistant Fire Chief of Missoula Rural Fire District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The District hereby agrees to employ Employee as Assistant Fire Chief

to perform the functions and duties specified in the policies, rules, regulations, and standard operating guidelines of Missoula Rural Fire District and in the laws and administrative rules of the State of Montana and to perform other lawful and proper duties and functions as the Board shall from time to time assign.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign his position at any time, subject only to the provisions set forth in Section 4.

C. Employee agrees to remain in the exclusive employ of the District through and including June 30th, 2022 the termination date, and neither to accept other employment nor become employed by any other employer until after the termination date, unless the termination date is affected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed during Employee's time off.

D. In the event either party fails to give the other party written notice of the party's intent not to extend the employment relationship under this Agreement at least 90 days prior to the termination date, this Agreement shall be extended on the same terms and conditions as herein provided, for an additional two years term.

Section 3. Suspension

The District may suspend Employee with or without full pay and benefits

at any time during the term of this Agreement, but only under the following circumstances:

(1) A majority of the Board and Employee agree, or

(2) After a public hearing, a majority of the Board votes to suspend Employee for just cause. In this case, the Board must give Employee written notice setting forth any charges against Employee at least ten calendar days prior to the public hearing.

Section 4. Termination

A. In the event the District at any time during the term of this Agreement reduces Employee's salary or other financial benefits in a greater percentage than it implements in an across-the-board reduction of the same for all its other employees, or in the event the District refuses, within 30 calendar days following receipt of written notice to comply with any other salary or benefit provision of this Agreement, or if Employee resigns following the Board's suggestion, whether formal or informal, that he resign, then, in that event, Employee may, deem himself "terminated" for purposes of the above Termination provision on the following respective dates: (1) the date of the first pay day following the reduction in salary or financial benefit, (2) the 31st calendar day after written notice is given to comply with a salary or benefit provision of this Agreement, or (3) the date Employee resigns. Employee may also be terminated by the District upon a showing of cause. Employee shall have the right to a review of the termination by the Board of Trustees. Its decision, after hearing, shall be final.

B. In the event Employee voluntarily resigns his position with the District before expiration of the term of this Agreement unless the parties otherwise agree, Employee shall give the District two weeks advance written notice.

Section 5. Compensation and Benefits

The District agrees to pay Employee an annual base salary for services rendered to the District under this Agreement. (See addendum to Administrative Employment Contract). The base salary is payable in installments at the same time as other employees are paid. In addition, the District agrees to do as follows:

(a) Provide Employee a clothing allowance of \$650 per year.

(b) Provide Employee longevity pay calculated at the rate of one percent of the base pay of \$1,100.00 per year of service per month.

(c) The District agrees to a six (6) month contract, December 26, 2021 through June 30, 2022. Performance Evaluation

A. The Fire Chief shall annually review and evaluate Employee's performance.

B. Twice annually, the Fire Chief and Employee shall define the goals and performance objectives which they determine necessary for proper operation of the District and attainment of the Board policy objectives. The District and Employee shall further establish a relative priority among those various goals and objectives and shall reduce the prioritized goals and objectives to writing. The goals and objectives shall generally be attainable within both the time limitations specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the District and Employee mutually agree to abide by the provisions of applicable law.

Section 7. Hours of Work

The District recognizes that Employee is on call 24 hours per day and seven days per week. As a salaried employee, Employee must devote a great deal of time outside normal office hours to the District's purposes. Compensatory time will accrue at a rate of time and one-half and will be

allowed for time worked in excess of 40 hours per week, except when Employee is called to serve in emergencies or in response to fire or rescue missions, in which case such time will accrue at a rate of straight time compensatory time (1 hour worked = 1 hour comp), and will not count as "time worked" for the purpose of accruing additional compensatory time at a rate of time and one-half.

On any incident or project when the District direct bills and receives compensation for Employee's time from outside agencies, Employee will be allowed to collect overtime compensation at the rate of one and one-half times his regular pay.

Employee may schedule time off at his convenience. Employee shall advise the Fire Chief or Office Manager of his scheduled time off. Employee may not accumulate, at any time, more than 120 hours of compensatory time.

Employee may request a compensatory time payout of up to 40 hours of earned time annually. The Employee must make the request in writing prior to November 1st. The request must include the employee's name and number of earned hours being requested for the payout. The payout hours will be based on earned hours at the time of the payout. The payout will be paid to the employee during the first payroll in December.

Section 8. Automobile

Because of the nature of Employee's duties, he is required to have a District automobile at his disposal. The automobile is to be used for official business, except that Employee may use the vehicle for personal use incidental to official use. Examples of such use may be "picking up" groceries on the way to or from work or "dropping off" children at school. Use of this nature is considered within the scope of authority given Employee as non-substantive deviations from duty. Recognizing that abuses could easily occur, the parties hereto believe that the benefits of this

provision for the District far out-weigh the potential detriment. Accordingly, the District will evaluate any citizen complaints on a case-by-case basis.

Section 9. Vacation, Sick, and Military Leave

A. Employee shall accrue and have credited to his personal account vacation and sick leave credits at the same rate as other general employees of the District.

B. Employee shall be entitled to military reserve leave time pursuant to state law and District policy.

C. An employee who terminates his employment is entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave. An employee, who completes twenty years (20) of service with the District and submits notice one calendar year prior to his retirement, is entitled to a lump sum payment of 75% (seventy five percent) of the pay attributed to sick leave. The Board of Trustees may waive the one-year notice requirement. An employee who leaves the service of the District because of disability is entitled to 100% (one hundred percent) of the pay attributed to sick leave. The pay shall be computed on the basis of the employee's salary at the time he terminates his employment, retires from the District, or leaves with disability. An employee of the District who received a lump sum payment and who is again employed by the District shall not be credited with any leave for which he has been previously compensated.

Section 10. Disability, Health, and Life Insurance

A. The District agrees to provide hospitalization, surgical, and comprehensive medical insurance, dental insurance, disability insurance, and optical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other District employees, or in

the event no such plans exist, to provide the foregoing described insurance for Employee.

B. Employee, at the District's discretion, agrees to submit once per calendar year to a complete physical examination by a qualified physician allowed by the District, which shall pay the cost of the examination and shall receive a copy of all medical reports related to the examination.

Section 11. Retirement

The District agrees to execute all necessary agreements provided by the Firefighter's Unified Retirement System. In addition to the salary the District pays Employee, the District agrees to pay an amount equal to 14.36 percent of Employee's gross salary into FURS on Employee's behalf.

Employee's retirement will also be funded in an amount equal to 7.65 percent of Employee's total wage to be paid by the District into a qualified tax-deferred retirement program.

Section 12. Indemnification

The District shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Assistant Fire Chief. The District will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 13. Bonding

The District shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance.

Section 14. Other Terms and Conditions of Employment

A. The District, in consultation with the Fire Chief, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to Employee's performance, provided such terms and

conditions are not inconsistent or in conflict with the provisions of this Agreement, District policies, rules, regulations, or standard operating guidelines, or any law.

B. All provisions of District policies, regulations, and rules relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as those provisions now exist or hereafter may be amended, also shall apply to Employee as they would to other District employees.

Section 15. No Reduction in Benefits

The District shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except at the same percentage as it implements in an across-the-board reduction of the same for all District employees.

Section 16. Notices

Notices given pursuant to this Agreement shall be given by depositing the written notice in the custody of the United States Postal Service, Certified mail, first class postage prepaid, return receipt requested, and addressed as follows:

- (a) District: MRFD Board of Trustees, Chairman
Missoula Rural Fire District
2521 South Avenue West
Missoula, MT 59804

- (b) Employee: Paul Finlay
PO Box 345
Florence, MT 59833

Alternatively, notices required pursuant to this Agreement may be personally served upon the other party by a commercial delivery service. Notice is deemed given as of the date of personal service of the written notice or as of the date of depositing such written notice with the United States Postal Service as hereinbefore described.

Section 17. General Provisions

A. This Agreement shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of Employee's heirs at law and executors of Employee.

C. This Agreement shall become effective commencing the 26th day of December 2021.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be used solely for the purpose of contract between the named parties. It shall not be binding upon the District as precedent for the named Employee or others employed by the District.

Section 18. Base Wage Schedule

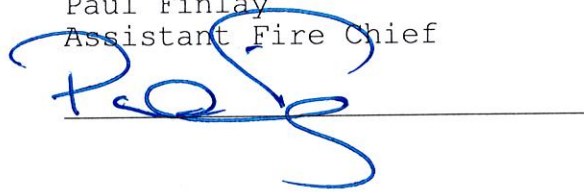
Effective December 26, 2021, through June 30th, 2022. Annual Base Wage increase will be 6% per year.

December 26, 2021-June 30, 2022, \$130,611.03 (Annually)

IN WITNESS hereof, Missoula Rural Fire District has caused this Agreement to be signed and executed on its behalf by its Board, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

Employer:
Missoula Rural Fire District
Board of Trustees

Employee:
Paul Finlay
Assistant Fire Chief



EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of December 2021, by and between Missoula Rural Fire District, a Rural Fire District pursuant to § 7-33-2105, M.C.A., hereinafter called ("the District" or "the Board"), and Melissa Schnee, hereinafter called "Employee", both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, the District desires to employ the services of Employee as Finance/Human Resource Director of Missoula Rural Fire District; and

WHEREAS, it is the desire of the District to provide certain benefits, establish certain conditions of employment, and set working conditions of Employee; and

WHEREAS, it also is the desire of the District to do as follows: (1) secure and retain the services of Employee and provide inducement for her to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) provide a just means for terminating Employee's services at such time as she may be unable to satisfactorily discharge her duties or when the District may otherwise desire to terminate her employment; and

WHEREAS, Employee desires to accept employment as Finance/Human Resource Director of Missoula Rural Fire District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The District hereby agrees to employ Employee as Finance/Human Resource Director to perform the functions and duties specified in the policies, rules, regulations, and standard operating guidelines of Missoula Rural Fire

District and in the laws and administrative rules of the State of Montana and to perform other lawful and proper duties and functions as the Board shall from time to time assign.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.

B. Employee agrees to remain in the exclusive employ of the District through and including June 30th, 2022, the termination date, and neither to accept other employment nor become employed by any other employer until after the termination date, unless the termination date is affected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed during Employee's time off.

C. In the event either party fails to give the other party written notice of the party's intent not to extend the employment relationship under this Agreement at least 90 days prior to the termination date, this Agreement shall be extended on the same terms and conditions as herein provided, for an additional two years term.

Section 3. Suspension

The District may suspend Employee with or without full pay and benefits at any time during the term of this Agreement, but only under the following circumstances:

(1) A majority of the Board and Employee agree, or

(2) After a public hearing, a majority of the Board votes to suspend Employee for just cause. In this case, the Board must give Employee written notice setting forth any charges against Employee at least ten calendar days

prior to the public hearing.

Section 4. Termination

A. In the event the District at any time during the term of this Agreement reduces Employee's salary or other financial benefits in a greater percentage than it implements in an across-the-board reduction of the same for all its other employees, or in the event the District refuses, within 30 calendar days following receipt of written notice to comply with any other salary or benefit provision of this Agreement, or if Employee resigns following the boards suggestion, whether formal or informal, that she resign, then, in that event, Employee may deem herself "terminated" for purposes of the above Termination provision on the following respective dates: (1) the date of the first pay day following the reduction in salary or financial benefit, (2) the 31st calendar day after written notice is given to comply with a salary or benefit provisions of this Agreement, or (3) the date Employee resigns. Employee may also be terminated by the District upon a showing of cause. Employee shall have the right to a review of the termination by the Board of Trustees. Its decision, after hearing, shall be final.

B. In the event Employee voluntarily resigns her position with the District before expiration of the term of this Agreement unless the parties otherwise agree, Employee shall give the District two weeks advance written notice.

Section 5. Compensation and Benefits

The District agrees to pay Employee an annual base salary for services rendered to the District under this Agreement. (See Section 17. Base Wage Schedule). The base salary is payable in installments at the same time as other employees are paid. In addition, the District agrees to do as follows:

- (a) Provide Employee a clothing allowance of \$300 per year.

(b) Provide Employee longevity pay calculated at the rate of one and three fourth percent (1.75%) of the base pay of \$1,100.00 per year of service per month.

(c) The District agrees to a six (6) month contract, December 26, 2021 through June 30, 2022.

Section 6. Performance Evaluation

A. The Fire Chief shall annually review and evaluate Employee's performance.

B. Twice annually, the Fire Chief and Employee shall define the goals and performance objectives which they determine necessary for proper operation of the District and attainment of the Board policy objectives. They shall further establish a relative priority among those various goals and objectives and shall reduce the prioritized goals and objectives to writing. The goals and objectives shall generally be attainable within both the time limitations specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the District and Employee mutually agree to abide by the provisions of applicable law.

Section 7. Hours of Work

Employee shall be required to work Monday through Friday of each week, normally 8:00 a.m. to 5:00 p.m., not to exceed 80 hours in a 14-day period.

Compensatory time or overtime will accrue at a rate of time and one-half and will be allowed for time worked in excess of 40 hours per week.

Employee shall notify and receive the Fire Chief's approval prior to taking any time off from work and prior to working any time in excess of 40 hours in a single work week.

Employee may request a compensatory time payout of up to 40 hours of earned time annually. The Employee must make the request in writing prior to November 1st. The request must include the employee's name and number of

earned hours being requested for the payout. The payout hours will be based on earned hours at the time of the payout. The payout will be paid to the employee during the first payroll in December.

Section 8. Vacation, Sick and Military Leave

A. Employee shall accrue and have credited to her personal account vacation and sick leave credits at the same rate as other general employees of the District.

B. Employee shall be entitled to military reserve leave time pursuant to state law and District policy.

C. An employee who terminates his employment is entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave. An employee, who completes twenty years (20) of service with the District and submits notice one calendar year prior to his retirement, is entitled to a lump sum payment of 75% (seventy five percent) of the pay attributed to sick leave. The Board of Trustees may waive the one-year notice requirement. An employee who leaves the service of the District because of disability is entitled to 100% (one hundred percent) of the pay attributed to sick leave. The pay shall be computed on the basis of the employee's salary at the time he terminates his employment, retires from the District, or leaves with disability. An employee of the District who received a lump sum payment and who is again employed by the District shall not be credited with any leave for which he has been previously compensated.

Section 9. Disability, Health, and Life Insurance

A. The District agrees to provide hospitalization, surgical, and comprehensive medical insurance, dental insurance, disability insurance, and optical insurance for Employee and her dependents and to pay the premiums thereon equal to that which is provided all other District employees, or in the event no such plans exist, to provide the foregoing described insurance

for Employee.

B. Employee, at the District's discretion, agrees to submit once per calendar year to a complete physical examination by a qualified physician allowed by the District, which shall pay the cost of the examination and which shall receive a copy of all medical reports related to the examination.

Section 10. Retirement

The District agrees to execute all necessary agreements provided by the Montana State Public Employees Retirement System. In addition to the salary the District pays Employee, the District agrees to pay the MPERA Employer Contribution Rate for PERS on Employee's behalf.

The District agrees to execute all necessary agreements provided by the Social Security Administration.

Employee's retirement will also be funded in an amount equal to 6 percent of Employee's total wage to be paid by the District into a qualified tax-deferred retirement program.

Section 11. Professional Development

A. The District agrees to budget and pay for Employee's travel and subsistence expenses for professional and official travel, meetings, and occasions adequate for Employee's professional development, as well as to allow Employee to adequately pursue necessary, official, and other functions on behalf of the District. Such functions may include but are not limited to the Annual Conference of the Society for Human Resource Management, and such other national, regional, state, and local governmental groups and committees thereof on which Employee serves as a member.

Section 12. Indemnification

The District shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or

omission occurring in the performance of Employee's duties as Finance/Human Resource Director. The District will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 13. Bonding

The District shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance.

Section 14. Other Terms and Conditions of Employment

A. The District, in consultation with the Fire Chief, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to Employee's performance, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the District policies, rules, regulations, or any law.

B. All provisions of District policies, regulations, and rules relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions, as those provisions now exist or hereafter may be amended, also shall apply to Employee as they would to other District employees.

Section 15. No Reduction in Benefits

The District shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee except at the same percentage as it implements in an across-the-board reduction of the same for all District employees.

Section 16. Notices

Notices given pursuant to this Agreement shall be given by depositing the written notice in the custody of the United States Postal Service, Certified mail, first class postage prepaid, return receipt requested, and addressed as follows:

- (a) District: MRFD Board of Trustees, Chairman
Missoula Rural Fire District
2521 South Avenue West

Missoula, MT 59804

(b) Employee: Melissa Schnee
4022 South Ave West #72
Missoula, MT 59804

Alternatively, notices required pursuant to this Agreement may be personally served upon the other party by a commercial delivery service. Notice is deemed given as of the date of personal service of the written notice or as of the date of depositing such written notice with the United States Postal Service as hereinbefore described.

Section 17. General Provisions

A. This Agreement shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of Employee's heirs at law and executors of Employee.

C. This Agreement shall become effective commencing the 26th day of December 2021.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be used solely for the purpose of contract between the named parties. It shall not be binding upon the District as precedent for the named Employee or others employed by the District.

Section 18. Base Wage Schedule

Effective December 26, 2021, through June 30th, 2022. Annual Base Wage increase will be 3% per year.

December 26, 2021-June 30, 2022, \$72,445.96(Annually)

IN WITNESS hereof, Missoula Rural Fire District has caused this Agreement to be signed and executed on its behalf by its Board, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

Employer:

Missoula Rural Fire District
Board of Trustees

Employee:

Melissa Schnee
Finance/Human Resource Director

Melissa Schnee

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of December 2021, by and between Missoula Rural Fire District, a Rural Fire District pursuant to § 7-33-2105, M.C.A., hereinafter called ("the District" or "the Board"), and Joe Ford, hereinafter called "Employee", both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, the District desires to employ the services of Employee as IT Manager of Missoula Rural Fire District; and

WHEREAS, it is the desire of the District to provide certain benefits, establish certain conditions of employment, and set working conditions of Employee; and

WHEREAS, it also is the desire of the District to do as follows: (1) secure and retain the services of Employee and provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) provide a just means for terminating Employee's services at such time as he may be unable to satisfactorily discharge his duties or when the District may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as IT Manager of Missoula Rural Fire District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The District hereby agrees to employ Employee as IT Manager to perform the functions and duties specified in the policies, rules, regulations, and standard operating guidelines of Missoula Rural Fire District and in the laws and administrative rules of the State of Montana and to perform other

lawful and proper duties and functions as the Board shall from time to time assign.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.

B. Employee agrees to remain in the exclusive employ of the District through and including June 30th, 2022, the termination date, and neither to accept other employment nor become employed by any other employer until after the termination date, unless the termination date is affected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed during Employee's time off.

C. In the event either party fails to give the other party written notice of the party's intent not to extend the employment relationship under this Agreement at least 90 days prior to the termination date, this Agreement shall be extended on the same terms and conditions as herein provided, for an additional two year term.

Section 3. Suspension

The District may suspend Employee with or without full pay and benefits at any time during the term of this Agreement, but only under the following circumstances:

- (1) A majority of the Board and Employee agree, or
- (2) After a public hearing, a majority of the Board votes to suspend Employee for just cause. In this case, the Board must give Employee written notice setting forth any charges against Employee at least ten calendar days prior to the public hearing.

Section 4. Termination

A. In the event the District at any time during the term of this Agreement reduces Employee's salary or other financial benefits in a greater percentage than it implements in an across-the-board reduction of the same for all its other employees, or in the event the District refuses, within 30 calendar days following receipt of written notice to comply with any other salary or benefit provision of this Agreement, or if Employee resigns following the boards suggestion, whet his formal or informal, that he resign, then, in that event, Employee may deem himself "terminated" for purposes of the above Termination provision on the following respective dates: (1) the date of the first pay day following the reduction in salary or financial benefit, (2) the 31st calendar day after written notice is given to comply with a salary or benefit provision of this Agreement, or (3) the date Employee resigns. Employee may also be terminated by the District upon a showing of cause. Employee shall have the right to a review of the termination by the Board. Its decision, after hearing, shall be final.

B. In the event Employee voluntarily resigns his position with the District before expiration of the term of this Agreement unless the parties otherwise agree, Employee shall give the District two weeks advance written notice.

Section 5. Compensation and Benefits

The District agrees to pay Employee an annual base salary for services rendered to the District under this Agreement. The base salary is payable in installments at the same time as other employees are paid. Employee will be on probation for one year from date of hire. In addition, the District agrees to do as follows:

(a) Provide Employee a clothing allowance of \$300 per year.

(b) Provide Employee longevity pay calculated at the rate of one and three fourth percent (1.75%) of the base pay of \$1,100.00 per year of

service per month.

(c) The District agrees to a six (6) month contract, December 26, 2021 through June 30, 2022.

Section 6. Performance Evaluation

A. Twice annually, the Fire Chief and/or the Fire Chief's designee shall annually review and evaluate Employee's performance, once prior to December 1 and once prior to June 1. B. Twice annually, the Fire Chief and/or Fire Chief's designee and Employee shall define the goals and performance objectives which they determine necessary for proper operation of the District and attainment of the Board policy objectives. They shall further establish a relative priority among those various goals and objectives and shall reduce the prioritized goals and objectives to writing. The goals and objectives shall generally be attainable within both the time limitations specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the District and Employee mutually agree to abide by the provisions of applicable law.

Section 7. Hours of Work

Employee shall be required to work Monday through Friday of each week, normally 8:00 a.m. to 5:00 p.m., not to exceed 80 hours in a 14-day period. On call availability, outside of normal work hours, will be required.

Compensatory time or overtime will accrue at a rate of time and one-half and will be allowed for time worked in excess of 40 hours per week.

Employee shall notify and receive the Fire Chief's approval prior to taking any time off from work and prior to working any time in excess of 40 hours in a single work week.

Employee may request a compensatory time payout of up to 40 hours of earned time annually. The Employee must make the request in writing prior to November 1st. The request must include the employee's name and number of

earned hours being requested for the payout. The payout hours will be based on earned hours at the time of the payout. The payout will be paid to the employee during the first payroll in December.

Section 8. Vacation, Sick and Military Leave

A. Employee shall accrue and have credited to his personal account vacation and sick leave credits at the same rate as other general employees of the District.

B. Employee shall be entitled to military reserve leave time pursuant to state law and District policy.

C. An employee who terminates his employment is entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave. An employee, who completes twenty years (20) of service with the District and submits notice one calendar year prior to his retirement, is entitled to a lump sum payment of 75% (seventy five percent) of the pay attributed to sick leave. The Board of Trustees may waive the one-year notice requirement. An employee who leaves the service of the District because of disability is entitled to 100% (one hundred percent) of the pay attributed to sick leave. The pay shall be computed on the basis of the employee's salary at the time he terminates his employment, retires from the District, or leaves with disability. An employee of the District who received a lump sum payment and who is again employed by the District shall not be credited with any leave for which he has been previously compensated.

Section 9. Disability, Health, and Life Insurance

The District agrees to provide hospitalization, surgical, and comprehensive medical insurance, dental insurance, disability insurance, and optical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other District employees, or in the event no such plans exist, to provide the foregoing described insurance

for Employee.

B. Employee, at the District's discretion, agrees to submit once per calendar year to a complete physical examination by a qualified physician allowed by the District, which shall pay the cost of the examination and which shall receive a copy of all medical reports related to the examination.

Section 10. Retirement

The District agrees to execute all necessary agreements provided by the Montana State Public Employees Retirement System. In addition to the salary the District pays Employee, the District agrees to pay the MPERA Employer Contribution Rate for PERS on Employee's behalf.

The District agrees to execute all necessary agreements provided by the Social Security Administration.

Employee's retirement will also be funded in an amount equal to 6 percent of Employee's total wage to be paid by the District into a qualified tax-deferred retirement program.

Section 11. Indemnification

The District shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as IT Manager. The District will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12. Bonding

The District shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance.

Section 13. Other Terms and Conditions of Employment

A. The District, in consultation with the Fire Chief, shall fix any such other terms and conditions of employment as it may determine from time

to time, relating to Employee's performance, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the District the District policies, rules, regulations, or any law.

B. All provisions of District policies, regulations, and rules relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions, as those provisions now exist or hereafter may be amended, also shall apply to Employee as they would to other District employees.

Section 14. No Reduction in Benefits

The District shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee except at the same percentage as it implements in an across-the-board reduction of the same for all District employees.

Section 15. Notices

Notices given pursuant to this Agreement shall be given by depositing the written notice in the custody of the United States Postal Service, Certified mail, first class postage prepaid, return receipt requested, and addressed as follows:

- (a) District: MRFD Board of Trustees, Chairman
Missoula Rural Fire District
2521 South Avenue West
Missoula, MT 59804
- (b) Employee: Joe Ford
300 Mount Avenue
Missoula, MT 59801

Alternatively, notices required pursuant to this Agreement may be personally served upon the other party by a commercial delivery service. Notice is deemed given as of the date of personal service of the written notice or as of the date of depositing such written notice with the United States Postal Service as hereinbefore described.

Section 16. General Provisions

A. This Agreement shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of Employee's heirs at law and executors of Employee.

C. This Agreement shall become effective commencing the 26th day of December 2021.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be used solely for the purpose of contract between the named parties. It shall not be binding upon the District as precedent for the named Employee or this employed by the District.

Section 17. Base Wage Schedule

Effective December 26, 2021, through June 30th, 2022. Annual Base Wage increase will be 3% per year.

December 26, 2021-June 30, 2022, \$51,620.40 (Annually)

IN WITNESS hereof, Missoula Rural Fire District has caused this Agreement to be signed and executed on its behalf by its Board, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

Employer:
Missoula Rural Fire District
Board of Trustees

Employee:
Joe Ford
IT Manager

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of December 2021, by and between Missoula Rural Fire District, a Rural Fire District pursuant to § 7-33-2105, M.C.A., hereinafter called ("the District" or "the Board"), and Raquel Hahn-Wilkinson, hereinafter called "Employee", both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, the District desires to employ the services of Employee as Office Manager/Accounting Assistant of Missoula Rural Fire District; and

WHEREAS, it is the desire of the District to provide certain benefits, establish certain conditions of employment, and set working conditions of Employee; and

WHEREAS, it also is the desire of the District to do as follows: (1) secure and retain the services of Employee and provide inducement for her to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) provide a just means for terminating Employee's services at such time as she may be unable to satisfactorily discharge her duties or when the District may otherwise desire to terminate her employment; and

WHEREAS, Employee desires to accept employment as Office Manager/Accounting Assistant of Missoula Rural Fire District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The District hereby agrees to employ Employee as Office Manager/Accounting Assistant to perform the functions and duties specified in the policies, rules, regulations, and standard operating guidelines of

Missoula Rural Fire District and in the laws and administrative rules of the State of Montana and to perform other lawful and proper duties and functions as the Board shall from time-to-time assign.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.

B. Employee agrees to remain in the exclusive employ of the District through and including June 30th, 2022, the termination date, and neither to accept other employment nor become employed by any other employer until after the termination date, unless the termination date is affected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed during Employee's time off.

C. In the event either party fails to give the other party written notice of the party's intent not to extend the employment relationship under this Agreement at least 90 days prior to the termination date, this Agreement shall be extended on the same terms and conditions as herein provided, for an additional two year term.

Section 3. Suspension

The District may suspend Employee with or without full pay and benefits at any time during the term of this Agreement, but only under the following circumstances:

- (1) A majority of the Board and Employee agree, or
- (2) After a public hearing, a majority of the Board votes to suspend Employee for just cause. In this case, the Board must give Employee written notice setting forth any charges against Employee at least ten calendar days

prior to the public hearing.

Section 4. Termination

A. In the event the District at any time during the term of this Agreement reduces Employee's salary or other financial benefits in a greater percentage than it implements in an across-the-board reduction of the same for all its other employees, or in the event the District refuses, within 30 calendar days following receipt of written notice to comply with any other salary or benefit provision of this Agreement, or if Employee resigns following the boards suggestion, whether formal or informal, that she resign, then, in that event, Employee may deem herself "terminated" for purposes of the above Termination provision on the following respective dates: (1) the date of the first pay day following the reduction in salary or financial benefit, (2) the 31st calendar day after written notice is given to comply with a salary or benefit provision of this Agreement, or (3) the date Employee resigns. Employee may also be terminated by the District upon a showing of cause. Employee shall have the right to a review of the termination by the Board. Its decision, after hearing, shall be final.

B. In the event Employee voluntarily resigns her position with the District before expiration of the term of this Agreement unless the parties otherwise agree, Employee shall give the District two weeks advance written notice.

Section 5. Compensation and Benefits

The District agrees to pay Employee an annual base salary for services rendered to the District under this Agreement, (see Section 17. Base Wage Schedule). The base salary is payable in installments at the same time as other employees are paid. Employee will be on probation for one year from date of hire. In addition, the District agrees to do as follows:

- (a) Provide Employee a clothing allowance of \$300 per year.
- (b) Provide Employee longevity pay calculated at the rate of one and

three fourth percent (1.75%) of the base pay of \$1,100.00 per year of service per month.

(c) The District agrees to a six (6) month contract, December 26, 2021 through June 30, 2022.

Section 6. Performance Evaluation

A. Twice annually, the Fire Chief and/or the Finance/Human Resource Director shall annually review and evaluate Employee's performance, once prior to December 1 and once prior to June 1.

B. Twice annually, the Fire Chief and/or Finance/Human Resource Director and Employee shall define the goals and performance objectives which they determine necessary for proper operation of the District and attainment of the Board policy objectives. They shall further establish a relative priority among those various goals and objectives and shall reduce the prioritized goals and objectives to writing. The goals and objectives shall generally be attainable within both the time limitations specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the District and Employee mutually agree to abide by the provisions of applicable law.

Section 7. Hours of Work

Employee shall be required to work Monday through Friday of each week, normally 8:00 a.m. to 5:00 p.m., not to exceed 80 hours in a 14-day period.

Compensatory time or overtime will accrue at a rate of time and one-half and will be allowed for time worked in excess of 40 hours per week.

Employee shall notify and receive the Finance/Human Resource Director's approval prior to taking any time off from work and prior to working any time in excess of 40 hours in a single work week.

Employee may request a compensatory time payout of up to 40 hours of earned time annually. The Employee must make the request in writing prior

to November 1st. The request must include the employee's name and number of earned hours being requested for the payout. The payout hours will be based on earned hours at the time of the payout. The payout will be paid to the employee during the first payroll in December.

Section 8. Vacation, Sick and Military Leave

A. Employee shall accrue and have credited to her personal account vacation and sick leave credits at the same rate as other general employees of the District.

B. Employee shall be entitled to military reserve leave time pursuant to state law and District policy.

C. An employee who terminates his employment is entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave. An employee, who completes twenty years (20) of service with the District and submits notice one calendar year prior to his retirement, is entitled to a lump sum payment of 75% (seventy five percent) of the pay attributed to sick leave. The Board of Trustees may waive the one-year notice requirement. An employee who leaves the service of the District because of disability is entitled to 100% (one hundred percent) of the pay attributed to sick leave. The pay shall be computed on the basis of the employee's salary at the time he terminates his employment, retires from the District, or leaves with disability. An employee of the District who received a lump sum payment and who is again employed by the District shall not be credited with any leave for which he has been previously compensated.

Section 9. Disability, Health, and Life Insurance

A. The District agrees to provide hospitalization, surgical, and comprehensive medical insurance, dental insurance, disability insurance, and optical insurance for Employee and her dependents and to pay the premiums thereon equal to that which is provided all other District employees, or in

the event no such plans exist, to provide the foregoing described insurance for Employee.

B. Employee, at the District's discretion, agrees to submit once per calendar year to a complete physical examination by a qualified physician allowed by the District, which shall pay the cost of the examination and which shall receive a copy of all medical reports related to the examination.

Section 10. Retirement

The District agrees to execute all necessary agreements provided by the Montana State Public Employees Retirement System. In addition to the salary the District pays Employee, the District agrees to pay the MPERA Employer Contribution Rate for PERS on Employee's behalf.

The District agrees to execute all necessary agreements provided by the Social Security Administration.

Employee's retirement will also be funded in an amount equal to six (6) percent of Employee's total wage to be paid by the District into a qualified tax-deferred retirement program.

Section 11. Indemnification

The District shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Accounting Assistant. The District will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12. Bonding

The District shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance.

Section 13. Other Terms and Conditions of Employment

A. The District, in consultation with the Fire Chief, shall fix any

such other terms and conditions of employment as it may determine from time to time, relating to Employee's performance, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the District, the District policies, rules, regulations, or any law.

B. All provisions of District policies, regulations, and rules relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions, as those provisions now exist or hereafter may be amended, also shall apply to Employee as they would to other District employees.

Section 14. No Reduction in Benefits

The District shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee except at the same percentage as it implements in an across-the-board reduction of the same for all District employees.

Section 15. Notices

Notices given pursuant to this Agreement shall be given by depositing the written notice in the custody of the United States Postal Service, Certified mail, first class postage prepaid, return receipt requested, and addressed as follows:

(a) District: MRFD Board of Trustees, Chairman
Missoula Rural Fire District
2521 South Avenue West
Missoula, MT 59804

(b) Employee: Raquel Hahn-Wilkinson
524 Main Street, Apt A
Stevensville, MT 59870

Alternatively, notices required pursuant to this Agreement may be personally served upon the other party by a commercial delivery service. Notice is deemed given as of the date of personal service of the written notice or as of the date of depositing such written notice with the United States Postal Service as hereinbefore described.

Section 16. General Provisions

A. This Agreement shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of Employee's heirs at law and executors of Employee.

C. This Agreement shall become effective commencing the 26th day of December 2021.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be used solely for the purpose of contract between the named parties. It shall not be binding upon the District as precedent for the named Employee or others employed by the District.

Section 17. Base Wage Schedule

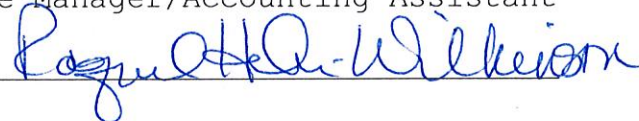
Effective December 26, 2021, through June 30th, 2022. Annual Base Wage increase will be 20% per year.

December 26, 2021-June 30, 2022, \$49,920.00 (Annually)

IN WITNESS hereof, Missoula Rural Fire District has caused this Agreement to be signed and executed on its behalf by its Board, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

Employer:
Missoula Rural Fire District
Board of Trustees

Employee:
Raquel Hahn-Wilkinson
Office Manager/Accounting Assistant



FIRE-RESCUE

MISSOULA RURAL FIRE DISTRICT

Missoula Rural Fire District Drug and Alcohol Testing Policy

Montana Workforce Drug & Alcohol Testing Act MCA §§ 39-2-205 through 211

Adopted by Missoula Rural Fire District Board of Trustees: 01/12/2021

Missoula Rural Fire District hereby adopts the following Drug and Alcohol Testing Policy ("Policy") effective January 13, 2021. This Policy is intended to apply to all Missoula Rural Fire District employees and management that fall within the guidelines of the Montana Workforce Drug and Alcohol Testing Act. These positions are listed on page 5 of this Policy.

1. Definitions. The following definitions apply to this Policy:
 - a. "Adulterated specimen" is one that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.
 - b. "Alcohol" means an intoxicating agent in alcoholic beverages, ethyl alcohol, also called ethanol, or the hydrated oxide of ethyl.
 - c. "Alcohol concentration" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath, as indicated by an evidential breath test.
 - d. "Applicable Employee" shall have the meaning set forth in Section 7 of this Policy.
 - e. "Confirmation test" for alcohol is a second test following a screening test that provides an exact measure of alcohol concentration. For controlled substances testing, a second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.
 - f. "Controlled substance" means a dangerous drug, as defined in 49 CFR, part 40, except a drug used pursuant to a valid prescription or as authorized by law, and shall, for all purposes of this Policy, include the drug commonly referred to as marijuana, regardless of whether the employee has obtained a registry identification card, or has been issued a written certification by a physician, pursuant to the Montana Medical Marijuana Act, or a similar act of any other state.
 - g. "Dilute specimen" is a specimen with creatinine and specific gravity values that are lower than expected, but are still within the physiologically producible ranges of human urine.
 - h. "Medical Marijuana" shall mean marijuana, when use is pursuant to the Montana Medical Marijuana Act, or a similar act of any other state.

- i. "Medical review officer" (MRO) means a licensed physician trained in the field of substance abuse.
 - j. "Primary specimen" in drug testing is the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system.
 - k. "Reasonable suspicion" is reason to suspect that an employee is impaired on the job, based on specific, contemporaneous, articulable observations concerning appearance, behavior, speech, performance indicators or body odors of the employee.
 - l. "Rehabilitation program" is the program established by a Substance Abuse Professional for the employee who violates this Policy or voluntarily seeks treatment for drug and/or alcohol related issues, including recommendations concerning education, treatment, follow-up testing, and aftercare.
 - m. "Safety-sensitive function" is any on-duty work task, activity, or duty that has potential of causing significant physical or mental injury to people or damage to property. The focus is on function rather than job description. A person's job may require several different functions, some of which are not safety-sensitive.
 - n. "Sample" means a urine specimen, a breath test, or oral fluid obtained in a minimally invasive manner and determined to meet the reliability and accuracy criteria accepted by laboratories for the performance of drug testing that is used to determine the presence of a controlled substance or alcohol.
 - o. "Screening test" (a.k.a. "initial test") in alcohol testing is an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, a screen to eliminate negative urine specimens from further consideration.
 - p. "Split specimen" in drug testing is the part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
 - q. "Substance Abuse Professional" (SAP) is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders. The SAP evaluates employees who have violated drug and alcohol regulations, or voluntarily enrolled in drug and alcohol treatment, and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
 - r. "Substituted specimen" is a specimen that has been submitted in place of the donor's urine, as evidenced by creatinine and specific gravity values that are outside the physiologically producible ranges of human urine.
2. Policy Coordinator. The Policy Coordinator(s) is Melissa Schnee, Office Manager. Employees will be advised if a successor Policy Coordinator is designated.

3. Standards of Conduct. The following standards of conduct shall apply to all employees:

- a. Employees are prohibited from working while impaired by the use of legal or illegal drugs.
- b. The sale, possession, transfer, use or purchase of dangerous drugs on Missoula Rural Fire District property or while performing Missoula Rural Fire District business is strictly prohibited. Absent the mitigating circumstances set forth below, an employee testing positive for the presence of controlled substances, including Medical Marijuana, shall be deemed to be in violation of this standard of conduct, regardless of whether the use of such controlled substances occurred while at work or during non-work hours.
- c. The use by employees of alcohol while working, while on Missoula Rural Fire District premises, or while using a Missoula Rural Fire District vehicle or equipment, is prohibited.

4. Policy on Rehabilitation.

- a. Any employee who feels that he or she has an addiction or dependence on drugs or alcohol is encouraged to seek assistance. Requests for information concerning such assistance will be confidential. The cost of rehabilitation will be at the employee's expense. However, an employee seeking assistance for drug or alcohol dependency who has health insurance coverage should review his/her benefit booklet as he/she may be afforded coverage.

KEPRO Employee Assistance Program (EAP) is available at 1-800-999-1077 to assist employees with addiction or dependence-related counseling, assessment or referrals.

- b. Missoula Rural Fire District will grant rehabilitation leave for up to 30 days to employees seeking treatment for an addiction or dependence on drugs or alcohol on a voluntary basis. Except for rehabilitation addressed in Section 5.b., below, a request for rehabilitation leave must be enacted prior to any drug or alcohol test given, which may render the employee positive, and prior to the employee's notice of the requirement for testing. To request leave, employees must contact the Policy Coordinator. Rehabilitation Leave will be without pay; however, employees may use any available sick or vacation time while on leave for rehabilitation if available. Employees who have no sick or vacation time available may be entitled to the same total leave, but the leave will be without pay.
- c. Leave will be suspended for any employee who leaves a treatment program prior to proper discharge.
- d. Missoula Rural Fire District must receive written notification from a Substance Abuse Professional (see definition above) that the employee has successfully completed the rehabilitation program and passed (negative result) a drug and/or alcohol test in order to return to work. The employee will be subject to unannounced follow-up tests for twelve months following release from rehabilitation.

5. Sanctions for Violating Standards of Conduct or Testing Positive for Controlled Substances or Alcohol. The following sanctions shall apply to employees violating the standards of conduct or for testing positive for controlled substances or alcohol.

- a. Employees who test positive the first time for controlled substances or alcohol will be required to have a chemical dependency assessment by a licensed substance abuse

professional, and to provide verification from a licensed substance abuse professional that the employee completed the recommended level of treatment successfully, all at the employee's expense, as a condition to continued employment. If an employee tests positive for controlled substances and/or alcohol a second time, it will result in immediate termination.

- b. Employees who test positive for controlled substances or alcohol will be subject to follow-up testing for up to one year.
- c. Prospective employees who test positive for controlled substances or alcohol will not be considered for hire for a minimum of 12 months after a positive test.
- d. Former employees who tested positive for controlled substances or alcohol will not be considered for rehire for a minimum of 12 months after a positive test.
- e. Missoula Rural Fire District will take no negative sanctions if the employee presents a reasonable explanation or medical opinion indicating the positive test results were not caused by illegal use of controlled substances or by alcohol consumption. This explanation must be given to the Medical Review Officer (MRO) and confirmed as a reasonable explanation resulting in the rendering of the test negative. The MRO may not, however, downgrade a positive test to negative based on the fact that the employee has obtained a registry identification card, or has been issued a written certification by a physician, pursuant to the Montana Medical Marijuana Act, or a similar act of any other state.
- f. Refusal by an employee to submit to testing will be deemed a positive test and therefore subject the employee to the sanctions outlined above for a positive test. An employee has refused to take a drug test if he/she:
 - ❖ Fails to appear for any test within a reasonable time after being directed to do so by the employer (does not apply to pre-employment test).
 - ❖ Fails to remain at the collection site until the collection process is completed (does not apply for pre-employment test).
 - ❖ Fails to provide a urine specimen for any drug test required under this policy (does not apply to pre-employment test).
 - ❖ Fails to permit the observation or monitoring while providing a specimen or fails to follow the observer's instructions related to the collection process.
 - ❖ Fails to provide a sufficient amount of urine when directed, if it is determined through a required medical evaluation that there is no adequate medical explanation for the failure.
 - ❖ Fails or declines to take an additional drug test or collection as directed by the collector.
 - ❖ Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process.
 - ❖ Fails to cooperate with any part of the testing process
 - ❖ Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
 - ❖ Admits to the collector or MRO that he/she has adulterated or substituted the specimen.
 - ❖ Provides a sample for which test results are verified by the MRO as adulterated or substituted.

- g. If an employee's drug test comes back diluted, the following will apply:
- ❖ A positive dilute test result will be treated as a verified positive test and subject to sanctions set forth above.
 - ❖ For a negative test that is dilute, the Missoula Rural Fire District will follow the MRO's direction, which may include another test, possibly under direct supervision, which will take place as soon as the MRO informs the Missoula Rural Fire District of the diluted test results. The results of this second test will be the results on which the Missoula Rural Fire District will rely. If the employee refuses to take the additional test based on the diluted result, it will be treated as a refusal to test.
6. Types of Testing. Missoula Rural Fire District will perform the following types of testing for controlled substances and alcohol:
- a. Pre-employment testing for all Applicable Employees.
 - b. Reasonable suspicion testing of Applicable Employees.
 - c. Testing of Applicable Employees involved in work related accidents causing death or physical injury or property damage in excess of \$1,500, where there is reasonable suspicion that the incident is the result of employee impairment caused by the use of drugs and/or alcohol.
 - d. Follow-up testing of employees who test positive.
7. Employees Subject to Testing. All Applicable Employees are subject to testing. The term "applicable employees" has been defined by Montana law to include employees working in the following capacities:
- a. Performance, supervision or management of work in hazardous work environments;
 - b. Position affecting public safety; and
 - c. Employees engaged in a fiduciary capacity.

Positions include, but are not limited to:

- Firefighter I
- Firefighter II
- Engineer
- Lieutenant
- Captain
- Battalion Chief
- Assistant Chief
- Fire Chief
- IT Manager
- Administration Assistant
- Office Manager
- Volunteer Firefighter
- Volunteer Resident Firefighter
- Non-Traditional Firefighter

8. Illegal/Controlled substances Tested. Missoula Rural Fire District will test for the following types of illegal/controlled substances.

Test ID	Screening Test Descriptor	Screening Cutoff	Test ID	Confirmation Test Descriptor	Confirmation Cutoff
1059	6-AM (10/10)	10 ng/mL	1000	6-AM LCMSMS (10)	10 ng/mL
105P	AMP/MAMP (500/250)	500 ng/mL	100C 100N	AMPHETAMINE LCMSMS (250) METHAMPHETAMINE LCMSMS (250)	250 ng/mL
106F	COCAINE METABOLITE (150/100)	150 ng/mL	1037	BZE LCMSMS (100)	100 ng/mL
1077	COD/MOR (2000/2000)	2000 ng/mL	104C 104T	CODEINE LCMSMS (2000) MORPHINE LCMSMS (2000)	2000 ng/mL
1090	HYC/HYM (300/100)	300 ng/mL	104F 104K	HYDROCODONE LCMSMS (100) HYDROMORPHONE LCMSMS (100)	100 ng/mL
106K	MARIJUANA METABOLITES (50/15)	50 ng/mL	1058	THCA LCMSMS (15)	15 ng/mL
108Y	MDMA/MDA (500/250)	500 ng/mL	103F 103M	MDA LCMSMS (250) MDMA LCMSMS (250)	250 ng/mL
1078	OXYC/OXYM (100/100)	100 ng/mL	104V 104X	OXYCODONE LCMSMS (100) OXYMORPHONE LCMSMS (100)	100 ng/mL
107K	PHENCYCLIDINE (25/25)	25 ng/mL	1051	PHENCYCLIDINE LCMSMS (25)	25 ng/mL
T214	URN Creatinine	20.0-300.0 mg/dL			
T872	Adulta-pH	4.5-8.9			
T873	General Oxidant	200 ug/mL			

9. Prohibited Alcohol Concentration Level. Employees who test positive for alcohol concentration at or above .04 will be subject to sanctions as set forth above.

Any applicable employee, who performs duties as defined in paragraphs 7a and 7b above, found to have an alcohol concentration of 0.02 or greater, but less than 0.04 shall not perform, nor be permitted to perform, safety-sensitive functions for at least 24 hours. Safety-sensitive functions are described under the definitions section of this Policy. No action will be taken against an employee based solely on tests results showing an alcohol concentration of less than 0.04, except as provided for in this statement. However, the Missoula Rural Fire District having independent authority, reserves the right to take any action deemed necessary, that is otherwise consistent with law, relating to the employee's test results showing an alcohol concentration of less than 0.04.

10. Testing Procedures. Missoula Rural Fire District has contracted with **The Chemnet Consortium**, 1302 Avenue D, Suite 103, Billings, MT 59102 to perform all testing. The testing procedures adopted by Missoula Rural Fire District are described in the attached materials. Positive tests will be reviewed by a medical review officer (MRO) prior to the imposition of sanctions against an employee. The initial test will be at the Missoula Rural Fire District's expense and employees will be paid at their regular rate, including benefits, for time attributable to the testing procedure.

11. If urine specimen is determined to be negative and diluted (urine specimen with a creatinine level of less than 20g/dl and a specific gravity of 1.003 or less), employer will require donor to undergo additional test(s) until the test result indicates a non-dilute and otherwise non-adulterated result, and the donor will be required to refrain from drinking excessive amounts of fluids prior to such subsequent test(s). The first test to indicate a non-dilute and otherwise non-adulterated result shall become the test of record.
12. Dispute Resolution Procedures. If an employee is tested and the employee disputes the result or believes that he or she has a reasonable explanation for the failed test, the employee will be given the opportunity to provide the Medical Review Officer with any medical information that is relevant to interpreting the test results, including information concerning current or recently used prescription or non-prescription drugs.

The employee will be provided a copy of the test report. The employee or prospective employee has the right to request an additional test of the split sample by an independent laboratory selected by the person being tested. If a second test is requested, the cost of such test will be at the employee's expense if the test is positive, and at Missoula Rural Fire District's expense if the test is negative. If the second test is negative, the results of the test shall be deemed to have been negative. The employee may rebut or explain the results of *any* test.

13. Confidentiality Requirements. All information, interviews, reports, statements, memoranda, and test results shall be confidential and shall not be disclosed to anyone, except:
 - a. The tested employee or prospective employee.
 - b. Missoula Rural Fire District's designated Policy Coordinator and the Missoula Rural Fire District's Fire Chief.
 - c. In connection with any legal or administrative claim arising out of the implementation of sanctions, or in response to inquiries relating to a workplace accident involving death, personal injury, or property damage in excess of \$1,500 when there is reason to believe that the employee may have caused or contributed to the accident.
 - d. Information obtained in the testing process that is unrelated to the use of controlled substances or alcohol may not be released by the Medical Review Officer to the employer.
14. Chain of Custody Requirements. The collection, transportation and confirmation testing of any urine samples will be performed in accordance with 49 CFR, part 40.
15. Summary of Criminal Sanctions for Use of Controlled substances. The manufacture, distribution, possession, or use of controlled substances (other than pursuant to a valid prescription or otherwise authorized by law) is illegal under state and federal law, and is subject to various criminal sanctions, including fines of up to \$50,000 and prison sentences of up to life in prison and in some cases there are mandatory minimum prison sentences. Federal sanctions are generally more severe than are state sanctions.
16. Distribution of Safety Materials. Employer will make information available to all employees concerning the health and workplace safety risks of using controlled substances and alcohol. These materials will be distributed at the time each employee receives a copy of this Policy and to all employees who test positive for controlled substances or alcohol. Employees wishing to receive additional copies of these materials may do so by contacting the Policy Coordinator.

EMPLOYEE BRIEFING & INSTRUCTIONS FOR DRUG TESTING

The collection of your urine will be conducted in accordance with the DOT and Federal Highway Administration regulation. These regulations allow for individual privacy and certain precautions to ensure that specimens are not altered. The following explains the collection and reporting procedures:

1. Photo identification must be presented at the collection site.
2. You will be asked to remove any unnecessary outer garments such as a coat or jacket. Purses or briefcases will be left in an area outside of the collection site. You may retain your wallet and you may ask for a receipt for your personal belongings.
3. You will be instructed to wash and dry your hands prior to providing a sample.
4. Your sample will be provided in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
5. Water facilities to sinks and toilets will be shut off for the time during supplying sample. A bluing agent is added to the toilet bowl and sink.
6. After handing the specimen bottle to the collector, you should keep the sample in full view at all times until it is sealed and labeled.
7. If you are unable to produce an adequate amount of specimen, you will be asked to drink up to 40 ounces of fluid, distributed reasonably through a period of up to 3 hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. It is not a refusal to test if the employee declines to drink. The employee will be notified of the time at which the three-hour period begins and ends. If a sample still cannot be provided, the employee will be referred to a physician for a medical evaluation. If no medical reason exists, the result is the same as a refusal to test.
8. If the collection site person has reason to believe that you may have altered or substituted the sample, the collection site person will notify a higher-level supervisor to collect a second sample under direct observation. The collection site person must be of the same gender in this instance.
9. Your sample will be labeled, and you will be asked to initial the label.
10. You will be asked to complete portions of the Custody Control Form.
11. Collection is complete when the sample is sealed and initialed and the Custody Control Form is completed, and the sample is sealed in the envelope.
12. Your sample is then mailed to a qualified lab for testing of drug abuse. Your sample will be tested for 5 drugs: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP).
13. Negative results should be reported within 48 to 72 hours.

14. Positive results require a second test called gas chromatography/mass spectrometry, which will tell the quantity of the drug involved.
15. All test results are sent from the lab to a Medical Review Officer (MRO). The MRO shall report whether the test is positive or negative to the Missoula Rural Fire District's Policy Coordinator. Positive tests are not reported until the MRO has contacted or attempted to contact you to discuss the results. If the MRO is unable to reach you, he will contact the Missoula Rural Fire District's Policy Coordinator in an effort to get you to call the MRO. The MRO may verify test as positive without having communicated directly with you if all efforts required by state and federal law were exhausted. This must be properly documented by the MRO and the Missoula Rural Fire District's Policy Coordinator if the MRO found it necessary to contact the Policy Coordinator.
16. If a positive result has been reported, you are medically disqualified from performing safety-sensitive function(s) until DOT and/or Missoula Rural Fire District Policy procedures are satisfied.
17. The MRO only reports that a test was negative or positive. If positive, the MRO will only report the drug present. Nothing else is reported. A company official will be notified confidentially of the test results. The results may take longer if the MRO is unable to reach you (as much as 10 days).
18. All results are held in your Drug Screen File and are confidential.
19. To obtain a copy of the results of your test, you will be asked to sign a release allowing Missoula Rural Fire District to do so. Your request must be made within 60 days for pre-employment testing.

What Are the Effects of Alcohol and Drugs on the Body?

Alcohol

Alcohol, a central nervous system depressant, is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1½-ounce shot of hard liquor all contain the same amount of alcohol and take an average body about one hour to process and eliminate. Coffee, cold showers and exercise do not quicken sobriety.

Alcohol first acts on those parts of the brain that affect self-control and other learning behaviors. Low self-control often leads to aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory, and judgment. Taken in larger quantities over a long period of time, alcohol can damage the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years.

Other Effects:

- Greatly impaired driving ability
- Reduced coordination and reflex action
- Impaired vision and judgment
- Inability to divide attention
- Lowering of inhibitions
- Overindulgence (hangover) can cause
 - Headaches
 - Unclear thinking
 - Nausea
 - Unsettled digestion
 - Dehydration
 - Aching muscles

Marijuana

Marijuana is also called 'grass,' 'pot,' 'weed,' 'Mary Jane,' 'Acapulco Gold,' 'joint,' 'roach,' 'herb,' 'hash,' among other street names.

Fact: While alcohol dissipates in matter of hours, marijuana stays in the body for 28 days.

Marijuana is the most commonly abused illicit drug in the United States. The main active chemical in marijuana is THC (delta-9-tetrahydrocannabinol). Marijuana alters a person's sense of time and reduces their ability to perform tasks requiring concentration, swift reactions, and coordination. The drug has a significant effect on a user's judgment, caution, and sensory/motor abilities.

Other Effects:

- Driving ability impaired for at least 4-6 hours after smoking one 'joint' (cigarette)
- Restlessness
- Inability to concentrate
- Increased chance of heart attack
- Increased pulse rate and blood pressure
- Rapidly changing emotions and erratic behavior
- Altered sense of identity
- Impaired memory
- Dulling of attention
- Hallucinations, fantasies and paranoia
- Reduction or temporary loss of fertility

Cocaine

Cocaine is a powerfully addictive stimulant drug, which increases heart rate and blood pressure. As a powder, cocaine is inhaled (snorted), ingested, or injected. It is known as 'coke,' 'snow,' 'nose candy,' and 'lady.' Cocaine is also used as free base cocaine known as 'crack' or 'rock,' which is smoked. It acquired its name from popping sound heard when heated.

Fact: Many people think that because crack is smoked, it is 'safer' than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive substance known today. The crack 'high' is reached in 4-6 seconds and lasts 15 minutes.

The most dangerous effects of cocaine are that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine induced heart attack. Since the heat-regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed - leading to death.

Other Effects:

- 'Rush' of pleasurable sensations
- Heightened, but momentary, feeling of confidence, strength and endurance
- Accelerated pulse, blood pressure and respiration
- Impaired driving ability
- Paranoia, which can trigger mental disorders in users prone to mental instability
- Repeated sniffing/snorting causes irritation of the nostrils and nasal membrane
- Mood swings
- Anxiety
- Reduced sense of humor
- Compulsive behavior such as teeth grinding or repeated hand washing

Amphetamines

Amphetamines are drugs that stimulate the central nervous system and promote a feeling of alertness and increases in speech and general physical activity. Some common street names for amphetamines are 'speed,' 'uppers,' 'black beauties,' 'bennies,' 'wake-ups,' 'footballs,' and 'dexies.' Methamphetamine is a very addictive stimulant drug that activates certain systems in the brain. Although chemically related to amphetamine, the effects of methamphetamine are much more potent, longer lasting, and more harmful to the central nervous system. Street methamphetamine is referred to by as 'speed,' 'meth,' 'chalk,' and when in crystal form 'ice,' 'crystal,' 'glass,' and 'tina.'

Fact: People with a history of sustained low dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the 'down' mood they experience when the 'high' wears off.

Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions, and coma have been reported. Long-term users often have acne resembling measles, trouble with their teeth, gums and nails, and dry and dull hair. Heavy, frequent doses can produce brain damage resulting in speech disturbances.

Other Effects:

- Loss of appetite
- Irritability, anxiety, apprehension
- Increased heart rate and blood pressure
- Difficulty focusing eyes
- Exaggerated reflexes
- Distorted thinking
- Perspiration, headaches and dizziness
- Short term insomnia

Opiates

Opiates, including heroin, morphine, and codeine are narcotics used to relieve pain and induce sleep. Common street names are 'horse,' 'hard stuff,' 'morpho,' 'M,' 'brown sugar,' 'Harry,' and 'Mr.H.'

Fact: Heroin, also called 'junk' or 'smack' accounts for 90% of the narcotic abuse in this country.

Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription.

Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.

Other Effects:

- Short lived state of euphoria
- Impaired driving ability
- Drowsiness followed by sleep
- Constipation
- Decreased physical activity
- Reduced vision
- Change in sleeping habits
- Possible death

PCP

Phencyclidine or PCP, also called 'angel dust,' 'rocket fuel,' 'ozone,' 'wack,' 'killer joints' was developed as a surgical anesthetic in the late 1950's. Later, due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer. Today it has no lawful use and is no longer legally manufactured.

Fact: PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by the erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body.

PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become difficult.

Low doses produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feeling of isolation, and convulsions.

Other Effects:

- Impaired driving ability
- Drowsiness
- Perspiration
- Repetitive speech patterns
- Incomplete verbal responses
- Blank stare
- Thick, slurred speech
- Involuntary eye movement

MDMA

MDMA (3,4-methylenedioxyamphetamine) is a synthetic, psychoactive drug that is chemically similar to the stimulant methamphetamine and the hallucinogen mescaline. MDMA produces feelings of increased energy, euphoria, emotional warmth, and distortions in time, perception, and tactile experiences.

How Is MDMA Abused?

MDMA is taken orally, usually as a capsule or tablet. It was initially popular among Caucasian adolescents and young adults in the nightclub scene or at weekend-long dance parties known as raves. More recently, the profile of the typical MDMA user has changed, with the drug now affecting a broader range of ethnic groups. MDMA is also popular among urban gay males—some report using MDMA as part of a multiple-drug experience that includes marijuana, cocaine, methamphetamine, ketamine, sildenafil (Viagra), and other legal and illegal substances.

How Does MDMA Affect the Brain?

MDMA exerts its primary effects in the brain on neurons that use the chemical (or neurotransmitter) serotonin to communicate with other neurons. The serotonin system plays an important role in regulating mood, aggression, sexual activity, sleep, and sensitivity to pain. MDMA binds to the serotonin transporter, which is responsible for removing serotonin from the synapse (or space between adjacent neurons) to terminate the signal between neurons; thus MDMA increases and prolongs the serotonin signal. MDMA also enters the serotonergic neurons via the transporter (because MDMA resembles serotonin in chemical structure) where it causes excessive release of serotonin from the neurons. MDMA has similar effects on another neurotransmitter—norepinephrine, which can cause increases in heart rate and blood pressure. MDMA also releases dopamine, but to a much lesser extent.

MDMA can produce confusion, depression, sleep problems, drug craving, and severe anxiety. These problems can occur soon after taking the drug or, sometimes, even days or weeks after taking MDMA. In addition, chronic users of MDMA perform more poorly than nonusers on certain types of cognitive or memory tasks, although some of these effects may be due to the use of other drugs in combination with MDMA. Research in animals indicates that MDMA can be harmful to the brain—one study in nonhuman primates showed that exposure to MDMA for only 4 days caused damage to serotonin nerve terminals that was still evident 6 to 7 years later.¹ Although similar neurotoxicity has not been shown definitively in humans, the wealth of animal research indicating MDMA's damaging properties strongly suggests that MDMA is not a safe drug for human consumption.

Addictive Potential

For some people, MDMA can be addictive.² A survey of young adult and adolescent MDMA users found that 43 percent of those who reported ecstasy use met the accepted diagnostic criteria for dependence, as evidenced by continued use despite knowledge of physical or psychological harm, withdrawal effects, and tolerance (or diminished response).³ These results are consistent with those from similar studies in other countries that suggest a high rate of MDMA dependence among users.⁴ MDMA abstinence-associated withdrawal symptoms include fatigue, loss of appetite, depressed feelings, and trouble concentrating.²

What Other Adverse Effects Does MDMA Have on Health?

MDMA can also be dangerous to overall health and, on rare occasions, lethal. MDMA can have many of the same physical effects as other stimulants, such as cocaine and amphetamines. These include increases in heart rate and blood pressure—which present risks of particular concern for people with circulatory problems or heart disease—and other symptoms such as muscle tension, involuntary teeth clenching, nausea, blurred vision, faintness, and chills or sweating.

In high doses, MDMA can interfere with the body's ability to regulate temperature. On rare but unpredictable occasions, this can lead to a sharp increase in body temperature (hyperthermia), which can result in liver, kidney, cardiovascular system failure, or death. MDMA can interfere with its own metabolism (breakdown within the body); therefore, potentially harmful levels can be reached by repeated MDMA administration within short periods of time. Other drugs that are chemically similar to MDMA, such as MDA (methylenedioxyamphetamine, the parent drug of MDMA) and PMA (paramethoxyamphetamine, associated

with fatalities in the United States and Australia),⁵ are sometimes sold as ecstasy. These drugs can be neurotoxic or create additional health risks to the user. Furthermore, ecstasy tablets may contain other substances, such as ephedrine (a stimulant); dextromethorphan (DXM, a cough suppressant); ketamine (an anesthetic used mostly by veterinarians); caffeine; cocaine; and methamphetamine. Although the combination of MDMA with one or more of these drugs may be inherently dangerous, users who also combine these with additional substances such as marijuana and alcohol may be putting themselves at even higher risk for adverse health effects.

What Treatment Options Exist?

There are no specific treatments for MDMA abuse and addiction. The most effective treatments for drug abuse and addiction in general are cognitive-behavioral interventions that are designed to help modify the patient's thinking, expectancies, and behaviors related to their drug use and to increase skills in coping with life stressors. Drug abuse recovery support groups may also be effective in combination with behavioral interventions to support long-term, drug-free recovery. There are currently no pharmacological treatments for addiction to MDMA.

EMPLOYEE ACKNOWLEDGMENT FORM

(Employee: Please initial each paragraph and sign and date below)

_____ I hereby acknowledge that I have received a copy of Missoula Rural Fire District's Drug and Alcohol Testing Policy dated **January 13, 2021**. I understand that Missoula Rural Fire District can, at its sole discretion, supersede, modify, revoke, suspend, or terminate the guidelines, policies, procedures, and information in this policy as circumstances or situations warrant, in whole or in part, at any time with notice to the employee and in accordance with State and Federal guidelines.

_____ I understand that my position is a covered position within the provisions of the Drug and Alcohol Testing Policy.

_____ I understand the testing provisions of the Drug and Alcohol Testing Policy are effective 60 days after January 13, 2021, which is March 14, 2021 in accordance with the Montana Drug and Alcohol Testing Law.

_____ I understand that I should consult with the designated Drug and Alcohol Policy Coordinator if I have any questions regarding this policy or in the materials provided.

_____ I also accept responsibility for familiarizing myself with the information, seeking clarification of its terms or guidance, where necessary, and complying with the policy's content.

EMPLOYEE NAME (PRINTED) _____

EMPLOYEE Signature _____

Date _____

This form will be retained in the Employee's Personnel File.