

COLLECTIVE BARGAINING AGREEMENT

SOUTH LANE COUNTY FIRE & RESCUE



**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 851**



July 1, 2022- to June 30, 2025

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PREAMBLE

This Agreement is entered into by and between the South Lane County Fire and Rescue District, hereinafter referred to as the "District," and the International Association of Fire Fighters, Local 851, hereinafter referred to as the "Union." The parties mutually agreed to negotiate a contract. It is the purpose of this document to set forth the full Agreement between the parties and to achieve and maintain harmonious relations between the District and the Union; and to establish standards of wages, hours and working conditions, in order that more efficient and progressive public services may be rendered.

ARTICLE 1: RECOGNITION

- 1.1 The District recognizes the Union as the exclusive and sole bargaining agent for all Members of the bargaining unit as determined under applicable procedures with respect to wages, hours, and other terms and conditions of employment. A listing of classifications currently covered within the bargaining unit is reflected in Appendix A.

ARTICLE 2: UNION SECURITY AND CHECKOFF

- 2.1 This Agreement applies equally to all members of the bargaining unit. Since each employee in the bargaining unit receives the benefits provided, each must pay an amount of dues specified by the Union, or, if not a member of the Union, an amount in lieu of dues, which will be specified by the Union.
- 2.2 The District shall not be held liable for errors in deductions provided in this article unless the District, upon written notification from the Union, fails to correct the error within one month. The Union agrees to indemnify, defend, and hold the District harmless against any claims made or suits brought against the District as a result of this article. The Union shall provide the District prior written notice of at least one month of any change in dues amounts.
- 2.3 Any employee in the bargaining unit who has not joined the Union within thirty-one (31) days of this Agreement or within thirty-one (31) days of becoming a bargaining unit employee will pay to the Union an amount of money in lieu of dues as specified by the Union as a condition of employment. The automatic deduction is called "check off." The Union shall hold the District harmless for check off.
- 2.4 If an employee objects to check off based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member or a sincerely held religious belief in accordance with applicable law, the employee may inform the District and the Union of the objection. The employee and Union will establish a satisfactory arrangement for the distribution of an amount of money equivalent to Union membership dues to a non-religious charity, in accordance with applicable law.
- 2.5 The Secretary-Treasurer of the Union will provide the District with written certification of changes in any amount to be deducted. The District will adjust the dues deduction in the time provided in 2.2 above.

- 2.6 The Union agrees to hold the District harmless for any action taken or not taken for the purpose of complying with the provisions of this article provided that upon notification of errors the District corrects such errors within the following pay period.
- 2.7 In the event the District creates a new classification, it will provide the Union with written notice of same and a job description no less than thirty (30) days prior to filling the position. The Union reserves the right to negotiate salaries and any working conditions that are mandatory subjects of bargaining and unique to the new classification.

ARTICLE 3: UNION REPRESENTATIVES

- 3.1 The shop steward shall attend meetings with the District, without loss of pay to negotiate labor contracts between the District and IAFF, Local 851 or to meet with the District under the provisions of the grievance clause of this Agreement.
- 3.2 The District will be given at least seventy-two (72) hours advance notice of time off for Union business when a Union representative will be absent from work.
- 3.3 Union representatives may attend Union functions other than those in 3.1 for a maximum of one hundred twenty (120) shift hours per year, so long as their absence does not, in the District's judgment, hamper the normal operation of the District. When overtime is required of other personnel as a result of such absences, it shall be paid at the rate of time and one half.
- 3.4 The Union may conduct union meetings at District facilities with advanced written notice. Such meetings will not regularly be held prior to 1900 hours and will not conflict with the scheduled duties of on duty attending personnel.

ARTICLE 4: DISTRICT SECURITY, NO STRIKE, NO LOCKOUT

- 4.1 The Union will not initiate nor engage in, and no employee(s) will participate nor engage in, any strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement. The District will not lock out employees during the term of this Agreement, provided, however, that the District will have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the District's judgment, to warrant continuation of part or all of its operations.
- 4.2 Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the District shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized, the Union, immediately thereafter, will respond to the District's request in writing.
- 4.3 Upon receiving notice of a strike, slowdown, picketing, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activities and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the District for the unauthorized activity of the employees involved.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.1 The District shall retain the exclusive right to exercise the regular and customary functions of management including, but not limited to, directing the activities of the department; determining levels of service and methods of operation; to determine job content; to determine the standards for all jobs and the standards and procedures related to promotion; to determine the need for new equipment and facilities, the right to hire, lay off, transfer, and promote; to discipline and to discharge its regular employees for cause and probationary employees "at will;" to determine work schedules and assign work; and to contract or subcontract work or functions to be performed consistent with the obligation to bargain. Nothing in this clause shall have the effect of nullifying Agreements entered into in other sections of this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.
- 5.2 Should the District consider subcontracting existing fire and emergency medical services or the introduction of new equipment, it shall notify the Union in writing as to what work it is considering subcontracting or equipment it is considering introducing. Upon request, the District will provide the Union with all available information necessary to assist the Union in understanding and evaluating the proposal under consideration.
- 5.3 The District may determine the need to develop programs for student Fire Fighters, EMTs or Volunteers. Such personnel will augment and not replace bargaining unit members, and the presence or absence of such individuals shall not be utilized in the establishment of minimum staffing levels. Such created positions shall not be a part of the bargaining unit. The Union agrees that it shall raise no objection to the use of Volunteers for Medic, Fire, or other call-outs, provided that the District shall not utilize volunteers in a manner that violates the SOG "Callback of Off-Duty Career Personnel."

ARTICLE 6: PROBATIONARY PERIOD

- 6.1 All newly hired employees shall be deemed on probation from the last date of hire for at least twelve (12) successive months of full-time employment thereafter in order to demonstrate their qualifications to do the work to the District's satisfaction. The District shall evaluate the probationary employee's performance before the end of the period and determine whether the employee has successfully completed probation. An employee shall pass from probationary to regular employment status only upon receipt of a probationary performance evaluation so stating which shall not be withheld unreasonably, or memo from the Fire Chief stating that the probationary performance has been satisfactory.

The District agrees not to require any prospective bargaining unit employee to sign a hire agreement which nullifies or modifies any term or condition of this Agreement. In the event the District hires a Firefighter who has not yet obtained EMT-P certification, the District will notify the Union. The District and Union agree to reduce any special terms and conditions of employment applicable to such an employee, including but not limited to pay rate and the deadline for the employee to obtain EMT-P certification, to writing.

- 6.2 In the case of the new hires the District, in its sole discretion, may discipline, discharge or lay off an employee during the probationary period without recourse by the employee or the Union to the grievance procedure. There shall be no seniority afforded to probationary employees for any reason, including but not limited to layoff, bumping and recall. However, an employee shall be granted classification, as well as bargaining unit seniority, retroactive to the last date of hire as a full-time employee upon successfully completing the probationary period.
- 6.3 Employees who are promoted into a higher paying classification within the bargaining unit will be required to serve a probationary period of twelve (12) months in that classification. If the District determines at any time in its sole judgment during the probationary period (or extension thereof) that a promoted employee is not sufficiently qualified to perform the work, the employee shall be returned to his/her former position and rate of pay without loss of seniority in the former position and without recourse to the grievance procedure. Provided, however, that before the Fire Chief finalizes a decision that the promoted probationary employee should be returned to a lower classification, the Fire Chief shall notify the employee of that conclusion and the concerns upon which it is based, and afford the employee and the union an opportunity to persuade the Fire Chief to afford the employee additional opportunity. The Fire Chief's decision in this circumstance is administrative and not disciplinary.
- 6.4 The probationary period for all employees may be extended for any period of time for which the employee is on an approved leave of absence, disability leave, or family medical leave.
- 6.5 The District in its sole discretion may extend the probationary period for any employee for an additional period, not to exceed three (3) months, if the District determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such event, the District shall notify the employee of such extension in writing.
- 6.6 The District agrees that it will evaluate probationary employees during the probationary period following promotion at not less than ninety (90) day intervals. Employees whose performance is less than satisfactory at any stage of evaluation may be returned to their prior classification.

ARTICLE 7: SENIORITY

- 7.1 Unit seniority
Unit seniority means the length of an employee's continuous service since his/her last date of hire within the bargaining unit. If two or more employees start on the same date, the order of seniority shall be determined by position on the hiring list.
- 7.2 Adjustments in Seniority Date
Employees who transfer or promote to positions outside the bargaining unit and who later return to the bargaining unit shall have their unit and classification seniority dates computed on the basis of the periods of time served in the bargaining unit and in classifications within the bargaining unit.

Employee seniority dates shall also be adjusted for periods of unpaid leaves of absence, in accordance with Article 22.

In the event of such a transfer or promotion, the employee's vacation and sick leave banks will be carried over and his/her vacation accrual shall be based on years of service with the District, rather than years of service in the bargaining unit.

7.3 Classification Seniority

Classification seniority means the length of continuous service since the employee's Promotion or appointment to a classification. Classification seniority for each classification held is retained even though the employee is promoted to a higher classification.

7.4 Application of Seniority

Seniority shall apply to the following employment decisions:

a. Layoff

In the event of a reduction in the work force, the District will determine the number of positions to be eliminated by classification. Employees shall be selected for layoff in reverse order of seniority within the classification. Employees to be laid off shall receive at least thirty (30) days' written notice of layoff. The Union will be copied on all employee layoff notices. An employee laid off from his/her job classification will be entitled to bumping rights as set forth below.

b. Bumping

Employees who have received notice of layoff, including Division Chiefs who have been promoted out of the bargaining unit and receive notice of layoff, shall have the right to bump less senior employees in lower classifications, provided:

1. The employee is qualified to perform the job duties of the lower classification; and
2. The employee notifies the Fire Chief of his/her intention to bump in writing within ten (10) days of the date he/she physically receives written notification of layoff.

Employees bumping to a position not held by them for the past twenty-four (24) months shall serve a six (6) month probationary period.

c. Recall

Employees who have been laid off or have bumped to a lower classification shall have the right to be recalled to their previously held classification for a period of twenty-four (24) consecutive months from date of layoff. To assist in this process, the names of employees who have been laid off or bumped to lower classifications shall be entered on recall lists for each classification covered by this Agreement in order of classification seniority. Employees shall be recalled in order of classification seniority, with the employee who has the most seniority in the classification affected being recalled first and continuing in that order.

If employees are recalled to another classification, it will not affect their recall rights to their previously held classification.

It is the responsibility of employees on layoff status to maintain a current address on file with the District. The District will notify employees of recall by certified letter mailed to the employee's last address on file.

d. Vacation Scheduling

In the event of a conflict in vacation scheduling, preference in vacation scheduling is by bargaining unit seniority.

7.5 Breaks in Seniority

Seniority will be broken and the employment relationship will be terminated if any of the following events occur:

- a. Voluntary resignation or retirement;
- b. Discharge of a regular employee for just cause or a probationary employee "at will;"
- c. Layoff or continuous absence from work due to off-the-job injury or illness for more than twenty-four (24) consecutive months;
- d. Failure to notify the Fire Chief of intent to return to work pursuant to a written recall notice sent by certified mail, return receipt requested, to the last address provided to the District through personnel records within ten (10) calendar days of receipt of notification or fourteen (14) days of mailing, whichever occurs later;
- e. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury/illness, failure to report for available work within seven (7) days of receipt of notice of a limited or full medical release to return to work;
- f. Absence from work due to an on-the-job injury/illness in accordance with ORS Chapter 659A.043-659A.049; or
- g. Job abandonment

ARTICLE 8: HOURS OF WORK AND OVERTIME

8.1 Definitions

As used in this Article:

Overtime means:

- a. Those hours worked in excess of and contiguous with an employee's assigned shift;
or
- b. Those hours worked in excess of the FLSA standard for the applicable work schedules.

Callback: means those hours worked which are not contiguous with an employee's assigned shift and are made in response to fire or other emergency alarms which require the callback of additional personnel to augment on-duty personnel or to maintain staffing, consistent with SOG "Callback of Off-Duty Career Personnel". When initiating Callback requests, it shall indicate the type and nature of Callback being requested, when the

Callback request is for Out of Area/CCT. Members responding to Callback requests are subject to the needs of the District and will remain on-duty until released by the District. In situations where child care or other conflicts exists, and the member has notified the DC or AIC-DC of the conflict prior to acceptance of the Callback, it is agreed, the DC or AIC-DC, may reasonably accommodate the member for purposes of Callback stipulated in this section.

Holdover: means those hours worked in excess of and continuous with the end of an employee's assigned shift.

Draft: means involuntary assignment to work overtime, other than overtime that is the result of a holdover, callback, mandatory drill, training, or meetings.

Routine Overtime: means all those overtime hours worked which are not callback.

Work Shift: means those hours assigned in a 24-hour period beginning with the start of the employee's scheduled shift.

Work Schedule: means the scheduled working hours of an employee (e.g., days and hours assigned to work) in his/her established work period. Work period means the established and regularly recurring period of work (number of days) designated under FLSA guidelines. The work period for shift employees under the provisions of the FLSA Section 7(k) is twenty-four (24) days. The work period for all employees assigned to work a forty (40) hour week is seven (7) days, beginning at 0001 Sunday and ending at midnight, Saturday. Hours worked, including overtime and phone calls will be rounded to the nearest quarter hour. Time less than eight (8) minutes will be considered de-minimus and not compensable.

8.2 Hours worked and regular rate of pay in the calculation of FLSA overtime are as defined under the Act and applicable state law.

8.3 **Alternative Work Schedules**

- a. The normal workweek for fire suppression and emergency services shift personnel will consist of a 56-hour schedule (48 hours on /96 hours off.) However, the parties recognize that certain assignments may require other work hours within a 40-hour workweek. The District shall notify employees and the Union of special hour requirements of any such assignment. Employees who accept such assignment after such notice shall be deemed to have agreed to those special conditions and shall be entitled to overtime for hours worked in excess of forty (40) in a workweek for the duration of the assignment. During the term of the special assignment, the District shall not change the special hour assignment without reaching an agreement with the affected employee(s) regarding the change. Nothing in this Agreement prevents the District from assigning employees to work 40-hour schedules on a temporary basis not to exceed twelve (12) months for such things as special assignments, training, light or modified duty assignments or operational efficiencies.
- b. Nothing in this Agreement prevents the implementation of alternative work schedules so long as it does not exceed FLSA standards. The District agrees to notify the Union and bargain the impact of the change prior to the implementation.

- c. 42-hour shift operations firefighters shall work 4 twelve hour days followed by 3 days off, then 3 twelve hour days followed by four days off. Within that schedule, firefighters are paid at their hourly rate for all regularly scheduled hours. All hours in excess of their regular schedule shall be paid at time and one half, based on the 42-hour work week,
- 8.4 For 40-hour employees, the parties agree to determine overtime eligibility on a workweek basis, if mutually agreed upon by the employee and the supervisor. Any employee may be placed on an eight-hour workday in order to attend mandatory training.
- 8.5 Eligible employees who are required to work more than their established work schedule of 212 hours in a twenty-four (24) day work period will be compensated for additional hours at one-and-one-half (1 1/2) times the straight time rate, in accordance with FLSA or as modified by the MOU attached to this Agreement. Overtime will be rounded to the nearest quarter (1/4) of an hour.
- 8.6 Routine Overtime Assignments. The District determines when overtime is to be worked and in what classification, consistent with good safety standards. When routine overtime is required, it shall be offered to regular employees by classification for the position needed, as follows:

For purposes of assigning routine overtime, the District will maintain overtime rosters for each classification. Eligible employees will be listed on overtime rosters in order of classification seniority.

 - a. Routine overtime will be offered on a rotational basis from the appropriate overtime roster maintained by the District.
- 8.7 If the routine overtime lists have been exhausted and no one voluntarily accepts a non-routine overtime assignment, the District may draft an employee to perform the assignment, based on its determination of employee qualifications to perform the assignment and operational needs. When no one accepts voluntary, routine overtime, the District has the right to require an employee to report to work or may elect to utilize a qualified volunteer. The person can refuse the draft only if s/he is physically incapacitated, on approved leave or trade, unable to arrange childcare after a concerted effort has been made to do so or if the draft would create another undue hardship. Drafting shall continue in inverse seniority order for the position needed.
- 8.8 Employees shall not receive additional drafts in a given vacation year, October 1st through September 30th, until all other employees in the position have been drafted once in the year or contact is attempted at that time with all other employees in the same position. The intent is to evenly distribute drafts within a given position. On October 1st of each year, drafting will begin again in inverse seniority order.
- 8.9 Overtime associated with voluntary assignments on administrative committees, such as the Department standing committees, will be paid only for the actual hours worked and will not be subject to this provision.

- 8.10 Probationary and regular, full-time employees of the District are eligible for emergency call-back within the District to augment on-duty staff. The District shall provide pagers to full-time personnel.

Nothing within this Article shall be construed to nullify or otherwise limit mutual or automatic aid agreements between the District and other jurisdictions.

- 8.11 Employees assigned to a shift schedule may not work more than seventy-two (72) consecutive shift hours, including regular shift, overtime and trade time. Exceptions may be granted by the Fire Chief when necessary to maintain adequate staffing after drafting options have been exhausted, and for major emergencies or conflagrations. Employees who have worked the maximum number of hours must have a minimum of twelve (12) hours off before being eligible to work, unless an exception is granted by the Chief or his/her designee.

8.12 Field Training Paramedics Incentive

District Paramedics who are working on the 1st out medic unit at Station 201 and functioning as the qualified Preceptor for a probationary employee/s assigned by the District, shall receive two percent (2%) additional pay over their base pay for the hours during which the probationary employee is working on or assigned to the medic unit. To qualify, the employee must be designated as the FTO for the day the incentive is paid.

Should the District receive reimbursement from an accredited educational institution for paramedic interns/students, the qualified and predesignated FTO shall receive the FTO incentive stipulated above. This incentive will only be paid if the paramedic school provides reimbursement to the District for providing the internship.

ARTICLE 9: CALLBACK

- 9.1 Generally, call-back time shall be paid at the rate of time-and-one-half (1 ½) for a minimum of two (2) hours. However, if an employee is within one (1) hour of his/her regularly scheduled starting time, the minimum pay shall be one (1) hour. Each hour after that, he will receive time-and-one-half (1½) to the nearest quarter-hour. Regular employees who are available are expected to respond to alarms and callouts when available to do so.
- 9.2 If the run for which off-duty personnel are called back terminates prior to the two-hour minimum time period, and the ambulance or apparatus is back in service, the shift officer may relieve from duty with the understanding that they must return to the station for any subsequent call within the original two (2) hours as a continuation of the original callback.
- 9.3 Callbacks shall be administered consistent with the District SOG "Callback of Off-Duty Career Personnel."
- 9.4 The District may elect to utilize volunteers consistent with the SOG "Callback of Off-Duty Career Personnel."

ARTICLE 10: SHIFT TRANSFERS

- 10.1 An employee shall be provided fourteen (14) days advance notice of change in assigned shift, except as follows:

- a. Emergency Shift Transfers: If the shift transfer is the result of a condition that could not have reasonably been anticipated fourteen (14) days in advance, such as the illness or termination of another employee, the District need not provide the fourteen (14) days' notice.

If a change in shift assignment is made without fourteen (14) days advance notice the District shall pay the first shift worked at the overtime rate.
- b. When a shift transfer would result in an employee working a different number of days during the twenty-four (24) day work period or twenty-four (24) hour work period as per the MOU, the employee's schedule will be adjusted so that the employee works the same number of total days in that period. If an employee is required to work additional days, such days will be paid at the overtime rate.
- c. For shift transfers, the affected employee shall be given at least twenty-four (24) hours off between shifts at shift change.

ARTICLE 11: TRADE TIME

- 11.1 The District will allow employees to trade work time for each other so long as:
 - a. The person working the trade time is qualified to perform the duties of the position;
 - b. The practice of trading time does not affect an employee's training requirements or ability to do the work assigned to his position;
 - c. The trade time is not utilized for purposes of acquiring a call shift; and
 - d. Trade time is not utilized so as to result in an employee being paid for more than 24 hours in a 24-hour period.
- 11.2 Time worked in trade for another person will not constitute "time worked" for purposes of the FLSA so long as the trade time originates with an employee, not the employer.
- 11.3 An employee who accepts a trade and the responsibility to work a particular shift must either work the shift or find another employee to work the trade shift. If the employee who accepted the trade calls in sick, his/her sick leave will be charged, unless the/she finds a replacement.
- 11.4 The District shall not be obligated to enforce any trade time obligation by any means, which shall be the sole responsibility of the employees involved.
- 11.5 Notification shall be made to the Fire Chief and supervisors of the involved employees.
- 11.6 Trades must occur on a volunteer basis.
- 11.7 Trades must be approved by the affected Division Chief(s).
- 11.8 No trade may result in overtime expense.
- 11.9 Trades will be allowed for the purpose of scheduling PTO, in accordance with Article 28.5.

ARTICLE 12: ACTING IN CAPACITY

- 12.1 Bargaining unit employees assigned to work in a higher classification shall be paid at the rate for the higher classification. Employees shall be compensated at the higher rate for all hours spent in the AIC assignment, rounded to the nearest quarter hour.
- 12.2 If the District has knowledge an employee will be absent from his/her position for over six (6) months, the next person on the current promotional list may be promoted into the position until the employee who was absent returns to his/her permanent position.

ARTICLE 13: HEALTH INSURANCE

- 13.1 The District will provide insurance to full-time employees under the existing SDIS Regence Blue PPO VI Plan with \$2000/\$4000 Deductibles, 20% coinsured, \$4000/\$10,500 out-of-pocket, Prescription \$10/30/50 and Vision. If the current plan becomes unavailable, the District will provide an equivalent plan at no extra cost to the employee. If an equivalent plan is unavailable, the District will provide the Union with formal notification.
- 13.2 The District will also continue to make annual contributions to employee Health Reimbursement Accounts for full time employees in January of each year. The amount of the contribution will be two thousand five hundred dollars (2,500.00) for employees who are then enrolled for employee only coverage and five thousand dollars (\$5,000.00) for employees who are then enrolled for employee plus spouse, employee plus children or family coverage.
- 13.3 The District will continue to make its contribution for health insurance under Section 13.1 above, provided the employee is actively working or on paid leave.

ARTICLE 14: WAGES

- 14.1 Base Wages

The base wages set forth in Appendix A shall be revised to reflect the following wage increases:

 - a. Effective July 1, 2022, the wages set forth in Appendix A shall be adjusted by 3.0% percent.
 - b. Effective July 1, 2023, the wages set forth in Appendix A shall be adjusted by 2.8% percent.
 - c. Effective July 1, 2024 the wages set forth in Appendix A shall be adjusted by 2.8% percent.
- 14.2 Employees hired at step one of the salary schedule shall be eligible for a one-step merit increase after six (6) months of employment, again at the twelve (12) month anniversary of the date of hire, and every year thereafter on the anniversary date. Employees hired above step one shall be eligible for a one-step merit increase after twelve (12) months of employment, and every year thereafter on the anniversary of the date of hire. Approval for merit increases shall be granted only after a departmental review of the employee's work performance, provided the evaluation is satisfactory.

Employees who are promoted shall assume the step in the higher range that is at least 5% more than their current wage, and in subsequent years shall progress to the higher step on the 12-month anniversary of their date of promotion.

14.3 Longevity Pay

Employees shall be paid longevity pay as follows:

- a. Employees who have completed 10 to 14 years of employment shall receive one (1%) percent tsff per month in longevity pay.
- b. Employees who have completed 15 to 19 years of employment shall receive one and one half (1.5%) percent tsff per month in longevity pay.
- c. Employees who have completed 20 or more years of employment shall receive two (2%) percent tsff per month in longevity pay.

Longevity pay shall be payable in a lump sum on the pay day immediately following the employee's anniversary date of employment. In the event an employee resigns or otherwise leaves the District's employment during his/her anniversary date of employment, longevity pay will be prorated and paid on the employee's final paycheck.

14.4 Education Incentive

Employees shall be paid educational incentives as follows:

- a. Employees who have an Associate's Degree will receive an educational incentive of one percent (1%) tsff per month. Effective July 1, 2017 newly hired employees of the District are not eligible for this incentive. All employees who were employed prior to July 1, 2017 will remain eligible for the incentive.
- b. Employees who have a Bachelor's Degree will receive an educational incentive of two percent (2%) tsff per month. Effective July 1, 2017 to receive this incentive the eligible employee must have a Bachelor's Degree in Fire Administration, EMS, Emergency Management, or Business Management. All employees hired prior to July 1, 2017 remain eligible for the incentive regardless of the Bachelor Degree.
- c. Employees who have a Master's Degree in Fire Administration, EMS, Emergency Management, Business Management or in a related and applicable field will receive an education incentive of three percent (3%) tsff per month effective July 1, 2017.

Educational incentives will be paid on regular paydays and will be prorated for partially in the event the employee resigns or otherwise leaves the District's employment.

14.5 Station Move Pay

56 hour employees will receive a flat rate of 0.5 hours of overtime compensation for each shift transfer occurrence outside of the normal work shift, when a District staff vehicle is not available for said move. A Chief Officer or designee must determine a staff vehicle was not available prior to overtime compensation resulting from the provision of this section. Transfer time compensation shall not apply to moves associated with trade times.

ARTICLE 15: LONG TERM DISABILITY

- 15.1 The District will provide a long-term disability benefit that conforms to the insuring agreements as set forth in policy for bargaining unit members disabled due to off- or on-the-job injury or illness. The long-term disability benefit will insure sixty percent (60%) of the employee's base salary at the time of the disabling injury or illness (up to \$6500 of covered salary per month). Benefits for eligible employees will begin accruing after ninety (90) days of total disability and will be administered according to the terms of the policy. An accepted claim for long-term disability benefits may be terminated if the District determines that return to work within twelve (12) months is not medically probable. After ninety (90) days from the first day of total disability, the eligible employee will be on leave from the District without pay unless receiving the sick leave benefit as provided in this contract.
- 15.2 This benefit shall be available for represented employees regularly scheduled to work twenty (20) hours or more per week. For part-time employees, the "base salary" will be adjusted on a quarterly basis in the months of April, July, October, and January of each year.

ARTICLE 16: INDUSTRIAL ACCIDENT AND ILLNESS

- 16.1 The District provides benefits as required by State law for injuries and illnesses arising out of and in the course of employment with the District. Employees who must take time off from work as a result of such injury or illness shall receive compensation as scheduled by law. Additional payment by the District of an amount equal to the difference in payments scheduled by law and the employee's regular net take-home pay shall be paid by the District for a period not to exceed one hundred eighty (180) calendar from the date the claim qualifies as "disabling". After this period, an employee may use accrued vacation, holiday time, compensatory time, and sick leave for such supplement unless the District has offered light duty for which the employee has received medical release. FMLA and OFLA shall be deemed to run concurrently with all paid leave and workers' compensation time loss entitlements.
- 16.2 Employees on disability leave may be eligible for limited-duty assignments. The District shall determine the assignment or assignments available at any particular time and the duration, consistent with applicable law. Limited-duty assignments may be made by the District.

ARTICLE 17: LIFE INSURANCE

- 17.1 The District will provide Life Insurance that conforms to the insuring agreements as set forth in the policy for bargaining unit employees. The District shall provide a term life insurance benefit of one (1) times the employee's current annual base salary, up to a maximum of \$100,000. And an accidental death and dismemberment benefit of two (2) times the employee's current annual base salary.
- 17.2 This benefit shall be available for represented employees regularly scheduled to work twenty (20) hours or more per week.

ARTICLE 18: FAMILY LEAVE

18.1 Paid and Unpaid Family Leaves

Leaves for family purposes are not required by law due to the size of the District workforce. The District supports such leaves when necessary and will attempt to grant time off consistent with operational requirements, even though FMLA and OFLA leaves are not required of the District by law. When such leaves are granted, the leaves may be interrupted and continued in the discretion of the District, and may be intermittent based on District staffing requirements and the employee's needs. While out on such leave an employee may, at the employee's request, utilize accumulated paid time off and may utilize sick leave in accordance with Article 28. After using all paid time, the employee may take leave without pay if approved by the Fire Chief.

If the leave is for a family leave purpose, the employee may be required to provide certifications of health care providers substantiating the reason for the leave, including second and third opinions and fitness for duty certifications. Certifications required by the District, if any, will be at District expense. It is up to the District to notify the employee that a leave is being counted against the employee's family leave entitlement under this contract.

18.2 Parental Leave

Family leave for the birth, adoption or foster care placement of a child shall not exceed six (6) weeks without prior approval from the Fire Chief, unless the employee's absence is needed to care for a mother or child recovering from a medical condition. Employees may use sick leave and accrued vacation up to a total of twelve (12) weeks in accordance with Article 28.10.

ARTICLE 19: COMPASSIONATE LEAVE

- 19.1 In the event of a death in the immediate or extended family (spouse, domestic partner, parent, child, sibling, grandchild, or grandparent, mother- or father-in-law, sister- or brother-in-law, and/or any family member living in the employee's personal household), the District may grant an employee sufficient time off with pay to make funeral arrangements and to attend the funeral. The Fire Chief may recognize special relationships of blood relatives on a non-precedent setting basis and cooperate in scheduling accrued leave benefits, shift trades, and any combination thereof.
- 19.2 Forty (40)-hour employees may use up to five (5) working days compassionate leave as the situation warrants (e.g., distance to travel, necessity to make arrangements, etc.). Fifty-six (56)-hour employees may use up to (2) shifts as the situation warrants. All time is to be taken within two (2) weeks of the death, unless an exception is granted by the Fire Chief or his designee. Leave with pay of up to four• (4) hours may be granted when an employee serves as a pallbearer. Compassionate leave is not charged to sick leave accumulation.

ARTICLE 20: MILITARY LEAVE

- 20.1 An employee with six (6) months' service with the District who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to leave of absence for a period not to exceed fifteen (15) calendar days in any training year. Employees are expected to inform the District of the dates of the training year after their unit fixes those dates and provides them to the employee. Such leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits, provided the employee receives bona fide orders to active or training duty, provides them to the District, and returns to his/her position immediately upon expiration of the period for which s/he was ordered to duty. Leave without pay will be allowed in accordance with State and Federal laws for reserve military training of any length of time, including weekends, and for those employees entering military service for extended or indefinite periods of active duty.

ARTICLE 21: WITNESS OR JURY DUTY

- 21.1 Employees with at least six (6) months service to the District will be paid full salary for up to five (5) days when required to serve on a jury or are subpoenaed as a witness, unless ordered by a trial court judge to remain for a trial. All moneys received as witness fees or pay for jury duty will be signed over to the District, unless such fees are earned on days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal work day is required for jury or witness duties. This provision does not include court attendance for personal legal business or actions against the District. If, as a result of his/her official duties, an employee is required to appear in court as a witness for the District, during off-duty hours, the employee will receive compensation at the overtime rate with a minimum of two (2) hours paid.

ARTICLE 22: LEAVE WITHOUT PAY

- 22.1 An employee may be granted a leave of absence without pay up to one (1) year at the discretion of the District. Requests for such leave must be in writing and must establish reasonable justification for the leave. Leaves of absence must be approved by the District. Leaves of absence will not be arbitrarily or capriciously denied.
- 22.2 Employees on leave without pay for fifteen (15) calendar days (14 calendar days for 40-hour employees) or more will not accrue or be eligible for any benefits provided under the terms of this Agreement. An employee's seniority dates will be adjusted to reflect the deduction of the time of leave without pay, unless prohibited by law.

ARTICLE 23: DISCIPLINE AND DISCHARGE

23.1 Discipline

No regular employee shall be reprimanded in writing, have pay reduced, suspended without pay, demoted, or discharged without just cause. Counseling, warnings, verbal reprimands, and work plans are not subject to the grievance procedure. No employee shall be reprimanded in the presence of other employees or members of the public which would cause embarrassment or humiliation to the employee.

If there is a likelihood that discipline will occur, the employee will be entitled to union representation upon request during any investigative interview.

Any notice of disciplinary action shall specify the factual basis and charges for such action, and the potential range of discipline under consideration. Prior to imposition of discipline involving a reduction or loss of pay, demotion or termination, the employee shall be given the opportunity to meet with the Chief or his designee to rebut the facts and argue factors in mitigation and defense. The basis for discipline shall not be changed, unless new evidence is discovered. Protest of the discharge of the employee shall be made through the grievance procedure as set forth in Article 24. In the event that the employee is found to be innocent of any charge, he shall be reinstated without loss of pay or benefit accruals.

23.2 Discipline of Probationary Employees

Probationary employees shall serve at the pleasure of the District and shall not have the right to appeal any discharge or other disciplinary action under the grievance article, and the concepts of progressive discipline and "just cause" shall not apply to a decision to terminate a probationary employee.

23.3 Removal of Certain Discipline

In the event an employee who has received discipline less severe than a suspension may petition the Fire Chief to remove the record of discipline at any time after twelve (12) months of issuance. Documents removed from the personnel file shall be retained in a separate file not identifiable by employee name-and may be considered only for purposes of demonstrating consistency or lack of discrimination between employees, forewarning (that the employee knew better) and appropriate level of discipline needed to correct the behavior in the event of reoccurrence; the existence of mitigating circumstances; in making promotions to non-bargaining unit positions and to otherwise establish compliance with legal obligations. Documents removed from the personnel file shall not be relevant to any selection, promotion or other competitive process for bargaining unit positions.

ARTICLE 24: GRIEVANCE PROCEDURE

24.1 For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of this Agreement.

24.2 The District and the Union agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed in the following manner:

Step 1

If the attempt to resolve the problem informally is unsuccessful, the employee(s) or the Union shall submit the grievance in writing to the employee's immediate supervisor, within fifteen (15) calendar days of the occurrence of the dispute or alleged violation of the Agreement or of the employee's knowledge thereof. The supervisor shall respond to the

grievance in writing as quickly as possible, but no later than ten (10) calendar days after the grievance is first discussed.

Step 2

If after ten (10) days from receipt of the immediate supervisor's reply the grievance remains unresolved, the Union may submit written notice along with all pertinent written information to the Chief. A meeting with the employee, union representative, and other management person(s) will be scheduled within five (5) calendar days of the receipt of written notice to review the facts of the grievance. The Chief or his/her designee shall respond to the employee in writing with a copy to the Union within ten (10) days after the meeting.

Step 3

If the grievance is not resolved, within ten (10) days following the response at Step 2, the grievance, along with all pertinent written information, may be submitted to the Fire Board. The Board shall meet with the Union representatives, and shall render a decision within ten (10) calendar days after the close of the meeting.

Step 4

If the Board's decision does not resolve the grievance, the Union may submit the grievance to an arbitrator within ten (10) calendar days following the Step 3 response according to the following prescribed manner:

- a. A list of seven (7) arbitrators from Oregon and Washington members of the American Arbitration Association shall be requested from the American Arbitration Association, and the cost of obtaining the list shall be shared by the parties. The parties will meet or their representatives shall confer to strike in such manner as they may elect within seven (7) calendar days of receiving the list and will alternately strike one (1) name from the list until only one (1) is left. The parties shall flip a coin to determine who shall strike the first name. The one remaining shall be the arbitrator.
- b. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. S/he shall have no authority to alter, modify, vacate, or amend any terms of this Agreement, to substitute his/her judgment for that of the District, in any instance where the District is exercising its operational prerogatives or its prerogatives under this Agreement, or to decide on any condition which is not specifically treated in this Agreement. The decision of the arbitrator shall be binding on both parties. Neither of the parties shall submit any new factual information or evidence in arbitration that was not exchanged previously unless newly discovered. If prior to the arbitration hearing, either of the parties discovers new evidence not previously discussed, the parties shall reconvene at the third step of this procedure. This meeting shall not result in delay of the arbitration hearing unless mutually stipulated.
- c. Each grievance will be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one grievance at the same arbitration

hearing. The costs of the impartial arbitrator, the court reporter, or stenographer, if requested by the arbitrator, and transcripts of the hearing furnished to the arbitrator, shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its position to the arbitrator. All meetings and hearings under this provision shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to ensure confidentiality to the employee, to the extent permitted by Oregon law.

- d. As an alternative to arbitration, the parties may mutually agree to grievance mediation. Such attempt at mediation shall not constitute a waiver of the right to seek arbitration but shall constitute a waiver of time limits specified herein pending the outcome of the mediation process.
- 24.3 My or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. The Union or the District may request the extension of time. Such request will not be arbitrarily denied. Failure by the Union to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply within the specified time will result in advancing the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union that the matter has been resolved.
- 24.4 As used in this Article, "days" means calendar days.
- 24.5 The Union shall be advised in writing of any grievance settled between the District and an employee without Union representation. Such settlements shall not be considered as precedents for future contract interpretations.

ARTICLE 25: PAYROLL DEDUCTIONS

- 25.1 The District, shall make appropriate payroll deductions for retirement, health insurance, IRS Section 125 Plan, approved savings plans, union dues, deferred compensation or other customary services, in accordance with this Agreement.

ARTICLE 26: SUSTENANCE

- 26.1 The District will provide for food sustenance to personnel who, as a result of working for an extended period of time at an emergency incident or due to high call volume, were unable to obtain sustenance at prescribed times.
- 26.2 The District will either provide necessary food and beverages or reimburse employees for the cost of meals for employees required to be on extended duty under the following conditions:
- a. When personnel are on any emergency (ies) or medical transfer(s) and necessarily out of the station after 1330 hours at lunch time and/or after 1930 hours at dinner time with the permission of the on duty Division Chief, Duty Officer, or On-Call Administrator. Once a meal is authorized by a Chief Officer under the provision of this section, it shall not be denied for reimbursement.

- b. When personnel are on any emergency(ies) or medical transfer(s) for more than three (3) hours between the hours of 2200 and 0700 hours (no more than one [1] meal will be provided per night);
 - c. Shift employees who are assigned by a supervisor, after reporting to work, to a location other than a fire station or other District facility during the hours specified above in subparagraph (a).
 - d. When on a medical transfer more than 50 miles from the main station.
- 26.3 The District will reimburse employees for meals in an amount not to exceed the federal reimbursement schedule_including gratuity. A receipt must be submitted no later than three (3) shifts after purchase and must be signed by the person seeking reimbursement. The names of personnel for whom the meals were furnished; the date and the time; the place and location where the meal was purchased; the unit number; and the reason for the meal must be provided along with the receipt.

ARTICLE 27: PERS RETIREMENT

- 27.1 The District shall participate in the Oregon public employee's retirement plans established in ORS Chapter 238 and ORS Chapter 238A for members of the bargaining unit.
- 27.2 Effective July 1, 2017 all salaries in Appendix A will reflect a six percent (6%) pay increase. Effective July 1, 2017 the District will withhold six percent (6%) of each Union member's salary to generate the funds necessary for the District to make the employee contributions to PERS on behalf of the employee
- 27.3 Effective July 1, 2017, as of the date that an employee becomes a member of the public retirement plan's Individual Account Program (IAP), the District agrees to withhold six percent (6%) of each eligible employee's salary, as defined by ORS Chapter 238A, as the employee's contribution to the employee's IAP account. Such contributions, although designated as employee contributions, will be paid by the District to PERS on behalf of the employee. Employees do not have the option of paying such contributions directly to PERS. Under applicable retirement law and administrative rules, this money continues to be the employee's money to which s/he is entitled upon retirement or withdrawal from contributions to PERS.

ARTICLE 28: PAID TIME OFF PROGRAM

28.1 Time-Off Entitlement for Shift Employees

24-hour shift employees shall accrue leave according to the following table, expressed in hours per year:

<u>Years of Service</u>	<u>Vacation/Holiday</u>	<u>Sick Leave</u>
0-4	264	288
5-9	288	288
10 to 14	348	288
15 or more	384**	288

****Plus 1/2 shift for additional year of continuous service beyond the fifteenth year, to a maximum of 15 shifts. Shift employees accrue but will not be allowed to take vacation during their probationary period, except with the approval of the Fire Chief.**

Inclusive of Holidays. Accrued monthly 1/12 of the annual entitlement.

Operational 42 hour-shift employees shall accrue leave according to the following table, expressed in hours per year:

<u>Years of Service</u>	<u>Vacation/Holiday</u>	<u>Sick Leave</u>
0-4	189	144
5-9	206	144
10 to 14	249	144
15 or more	274"	144

Inclusive of Holidays. Accrued monthly 1/12 of the annual entitlement.

28.2 Time-Off Entitlement for 40 Hour Employees

Hourly accruals for employees hired to work a forty (40) hour work schedules on an ongoing basis shall be as follows:

<u>Years of Service</u>	<u>Vacation</u>	<u>Sick Leave</u>
0-4	150	96
5 through 9	201	96
10 through 14	253	96
15 or more	287	96

Vacation time off for employees hired to work a forty (40) hour work schedule shall be taken and paid in eight (8) hour increments or ten (10) hour increments in the case of a 4/10 work schedule. Employees working forty (40) hour work schedules accrue but will not be allowed to take vacation during their probationary period, except with the approval of the Fire Chief.

Holiday Pay for 40-Hour Employees

In the event employees are hired to work a forty (40) hour work schedule on an ongoing basis, the days below shall be recognized as holidays for all such employees:

New Year's Day	Labor Day
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Martin Luther King Day	Veterans Day

Forty-hour (40) personnel will work on such holidays only as requested by the District, based on operational needs. They shall receive holiday pay in addition to wages at time and 1/2 (1 1/2) for all hours worked on a holiday.

28.3 Accruals and Suspension

Vacation and sick leave shall accrue based upon hours paid. Accruals shall be suspended during any period of unpaid leave, except that the accruals shall continue to be earned during the first 26 weeks of a work-related disability leave. A new hire employee shall be credited with 6 shifts of sick leave. Such employee shall accrue no further sick leave until after six (6) months of employment. An employee who uses no sick leave in a full calendar year or employment shall have an additional day of PTO credited to the employee's balance.

28.4 Maximum Accrual

The maximum vacation that may be accumulated by an employee is ninety-six (96) hours in excess of one (1) year's vacation credits. The District shall establish a procedure to notify an employee at least thirty (30) days in advance of impending loss of vacation. No payment shall be made for vacation time lost by an employee because of accrual limitation unless the failure to take vacation is caused by the District's insistence that the employee be at work during a scheduled vacation period. Exceptions may be granted case-by-case in writing at the discretion of the Fire Chief in consideration of special plans, opportunities or circumstances.

28.5 Scheduling

Vacations shall be scheduled and taken in accordance with District policy. In adopting and revising time off policies the Fire Chief shall meet and confer with the IAFF Local.

Effective with the vacation sign-up for the year beginning January 1, 2018, the Division Chiefs shall be excluded from vacation picking, and will sign vacation independent of the Bargaining unit members (SOG B-8, Section 8.6). This will have the effect of allowing one (1) Bargaining unit member to be on vacation each day of the year. Labor and Management mutually agree, this shall apply as long as the District is not financially constrained, and is able to maintain a staffing model consisting of six (6) bargaining unit and (1) Division Chief per day. In the event the District is forced to reduce staffing levels below those indicated above, Management will notify the Union in writing of the intent to return to the system of vacation picking in place prior to this change which included the Division Chiefs. Should the District need to revert back to the system in place prior to January 1, 2018, it shall not affect the current year where vacation has already been signed.

28.6 Payment at End of Employment.

In the event of death, termination, resignation or other breaks in seniority resulting in termination of employment during the initial twelve (12) months of employment, vacation shall not be considered earned and payment of vacation shall not be made to such employee or beneficiary. In the event of any break in seniority resulting in termination of employment after an employee has served twelve (12) consecutive months and is otherwise entitled to vacation credits, the employee shall be entitled to payment for accrued but unused vacation. In the event of death, earned but unused vacation shall be paid in the same manner as salary to the deceased employee's beneficiary. An employee may inform the District of the intention to retire on a date certain, and in order to bridge cash flow from

date of retirement to the first PERS check, may accrue PTO up to two and one-half (2.5) years' annual accrual rate, which shall be paid as part of the employee's final check and/or an employee may also elect to contract services with the District to assist in the transition of a replacement, with approval from the District. Approval will not be arbitrarily or capriciously denied. Employees who select this option and are granted approval may continue to work for the District for up to ninety (90) days at their former wage rate, but without the receipt of any other benefits except those statutorily required.

- 28.7 It shall be the responsibility of the employee to notify the on-duty officer as soon as reasonably possible, but no later than forty-five (45) minutes prior to shift start time of his/her inability to report for a scheduled shift. Abuse of sick leave is subject to disciplinary action for just cause.
- 28.8 The District reserves the right to request medical verification, satisfactory to the District, for any use of sick leave of more than two (2) shifts (48 hours for shift employees, or 24 hours for 42-hour employees.) The use of sick leave will be permitted only when an employee is unable to work due to illness or off-the-job injuries. Sick leave will not be allowed for disabilities resulting from employment other than with the District. Any employee who will be off for more than two shifts due to either illness or injury shall, upon request:
- a. Contact the Fire Chief or designee and describe the nature of the illness or injury, describe the anticipated duration of the absence, and advise whether the condition relates to an on-duty or off duty accident or event.
 - b. Provide a doctor's certification that the absence was required by incapacitating illness or injury. If an employee is required to obtain a doctor's certificate, any cost not paid by the health insurer will be reimbursed by the District.
 - c. Demonstrate to the Fire Chief's satisfaction with information and/or a physician's certificate, the basis of entitlement to use sick leave.

The District may request information without restriction when the Fire Chief reasonably believes a pattern of absenteeism, suspicious explanations or other factors raise concerns regarding potential sick leave misuse. Compliance with the conditions set forth above may be required as a condition of payment.

A doctor's certificate verifying that an employee is able to perform his/her essential job duties in a manner that does not threaten his/her safety or the safety of others may be required whenever the District has a good faith concern that the employee may not be able to safely perform one or more of such duties. The District reserves the right to require employees to submit verification of medical ability to safely perform their job duties, as well as confirmation of the precise nature of any limitations on an employee's ability to safely perform his/her job duties, as a condition of continued employment. In the event an employee is removed from duty pending receipt of such information, he/she will be placed on paid administrative leave for the regularly scheduled days missed from work while the District is awaiting receipt of verification and evaluating his/her ability to perform essential job duties.

28.9 Upon retirement, fifty percent (50%) of accrued but unused sick leave shall be utilized as a retirement credit as and to the extent permitted under ORS 237.153 or a successor statute. Upon retirement, OPSRP employees shall have fifty percent (50%) of accrued but unused sick leave rolled into their HRA/VEBA accounts (if permitted by law, statute, or regulation). For purposes of determining the fifty percent (50%) of accrued but unused sick leave for OPSRP members, the maximum allowable accrual shall be 3600 hours. Sick leave accumulation shall be unlimited for Tier 1/Tier 2 members.

28.10 Sick Leave Usage

Employees may utilize their accrued sick leave for the following purposes:

- a. When the employee is unable to work due to an off-the-job illness/injury (except that sick leave will not be allowed for disabilities resulting from employment other than the district).
- b. When the employee is unable to work due to an on-the-job illness/injury, for the waiting period before workers' compensation time loss benefits begin and in the amount of the differential between workers' compensation time loss benefits and the employee's regular wage, as set forth in Article 16.
- c. As parental leave following the birth, adoptions or foster care placement of a child in an amount not to exceed the hours the employee was scheduled to work during the six (6) week period immediately following the birth, adoption or foster care placement. During the remaining portion of the twelve (12) week period immediately following birth, adoption or foster care placement, employees may take vacation time off, with approval from the Fire Chief.

Sick leave will not be allowed for injuries and illnesses resulting from employment with another employer or self-employment. Any employee who will be off for more than two (2) shifts due to either illness or injury shall:

- a. Contact the Fire Chief or designee and describe the nature of the illness or injury, describe the anticipated duration of the absence and advise whether the condition relates to an on-duty or off-duty accident or event.
- b. Provide a doctor's certification that the absence was required by incapacitating illness or injury. If an employee is required to obtain a doctor's certificate, any cost not paid by the health insurer will be reimbursed by the District.
- c. An employee may be required to demonstrate to the Fire Chiefs satisfaction with information or a physician's certificate or a combination thereof the basis of entitlement to use sick leave or family leave.

ARTICLE 29: CONVERSION OF WAGE AND BENEFITS ACCRUALS

29.1 Employees transferring from the fifty-six (56) hour workweek to the forty (40) hour workweek will have their hours and benefits converted by a factor of 1.4 to assure the same total dollar value for a given benefit or time. A reverse conversion of hours and benefits will be made for employees converting from the forty (40) hour workweek to the fifty-six

(56) hour workweek. Employees transferring to and from the forty-two (42) hour work week will use the conversion factor of 1.34.

ARTICLE 30: UNIFORMS

- 30.1 All uniforms, protective clothing, or protective devices required of employees in the performance of their duties shall be furnished without cost to all IAFF-represented employees by the District and shall remain the property of the District.
- 30.2 The District will be responsible for the replacement and repair of all uniform items, protective clothing, and protective devices, unless the item is lost or damaged due to the employee's neglect. If an employee loses or damages an item through neglect, she/he will be required to purchase a replacement item from the District. The District has the authority to determine if and when replacement of any uniform item is required.

ARTICLE 31: WORK EQUIPMENT REIMBURSEMENT

- 31.1 The District will reimburse employees for personal property stolen, damaged, lost or destroyed as a result of the employee's performance of his/her required duties. However, reimbursement may not be granted if an employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage, loss, or destruction. The final decision whether to reimburse for repairs or whether to replace the item shall remain with the District.
- 31.2 Only those personal items that have a direct use or application in the employee's performance for assigned job duties will be considered for reimbursement under this Article. Employees will receive reimbursement for certain specified items at the lower of the replacement cost, or amount specified below.

Item Scheduled Value

Wristwatch -\$100

Knife/Multi-Purpose Tool -\$100

Safety Glasses, frames, Prescription Glasses or Contacts, to the extent such items are not covered by insurance. \$250

Cellphone- \$300

- To qualify for cell phone damage reimbursement under this section, the member must sufficiently demonstrate/prove to the Fire Chief the cell phone was damaged while in the performance of their duties. Damage or destruction resulting from dropping of a cell phone will not be considered for reimbursement by the Fire Chief under this provision.
- 31.3 For the items above, if the District is able to purchase the same item the employee currently has at a cheaper rate than the employee, the District has the right to provide a comparable item in kind rather than cash reimbursement.

ARTICLE 32: SAFETY

- 32.1 The District acknowledges an obligation to provide a safe and healthy environment for its employees. The District, the Union, and bargaining unit employees agree to follow any and all applicable local, State, and Federal laws pertaining to health and safety.
- 32.2 Only trained and qualified Fire Officers, or acting-in-capacity Fire Officers, will be used to command or supervise fire ground operations at emergency incidents or live fire training drill(s).
- 32.3 Only trained and qualified personnel, as defined by the Policy and Procedure Manual, employed by or volunteering for the District will actively engage in fire suppression/emergency activities or emergency medical incidents except when in mutual aid situations.
- 32.4 Any time a death or life-threatening injury of an employee occurs on the job, the protective equipment and safety devices connected with the accident shall be preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use. OR-OSHA shall be notified as soon as possible and in accordance with Oregon law.
- 32.5 Anytime personal protective equipment or a safety device malfunctions and the malfunction could have resulted in the death or a life-threatening injury to an employee, the equipment or device will be taken out of service and preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use.

ARTICLE 33: WELLNESS PROGRAM

33.1 **Wellness-Fitness**

The District and IAFF Local 851 recognize the benefits of a healthy and fit workforce. To that end, the District and Association agree to utilize the Fire Service Joint Labor

Management Wellness-Fitness Initiative as a guide to the department's Wellness Fitness Program. Both parties agree to support the department's Wellness Fitness Program. Support will include, but is not limited to maintaining:

- a. Core group of Peer Fitness Trainers not to exceed three (3) ~~7~~ individuals. Given this WFI program is a joint venture between the Local and the District, it is agreed, there shall be no expectation of overtime by members for purposes of training and education required to gain Peer Fitness Trainer certification.
 - 1. Reimbursement for required continuing education credits and recertification fees for all Peer Fitness Trainers.
 - 2. Initial certification for new Peer Fitness Trainers as needed.
- b. Peer Fitness Trainer equipment (budgeted for FY2017-18).
- c. Materials required by WFI initiative using resources and materials provided by the IAFF.

- d. Nutritional education
- e. Behavioral Health education

33.2 **Medical Physicals/Fitness Assessments**

- a. Each newly hired member, shall receive an initial pre-employment NFPA compliant medical exam prior to beginning employment at SLCFR.
- b. The initial medical exam will be conducted as outlined in Chapter 2 of the WFI manual. IAFF Local 851 recognizes that the pre-employment physical substantively meets the WFI physical criteria and can be used as the WFI implementation physical for new employees.

c. **Periodic physical exam**

The District will provide yearly medical exams at no cost to the member. Participation is mandatory. The scheduling of annual medical exams will be done by the District within five (5) months of the Fitness Assessments and a reasonable attempt will be made for members to attend on duty. If the District is unable to schedule a member's physical while on duty, the member is required to attend off duty at no cost to the District.

d. **WFI Fitness Evaluation**

Each member who has completed the annual physical shall complete an annual non-punitive and confidential fitness assessment from a PFT as outlined in Chapter 3 of the WFI manual. Fitness assessment shall be conducted during May of each year.

ARTICLE 34: CAREER DEVELOPMENT PLAN (CDP)

- 34.1 The District and the Union initiated a Career Development Plan (CDP) on June 4, 2016. The CDP is the guiding document for probation and promotional advancement requirements within the District. The CDP created a Career Development Committee (CDC) comprised of five (5) members who collectively make recommendations to the Fire Chief for CDP changes. The Union is represented on the CDC by one (1) Captain, one (1) Engineer, and one (1) Firefighter appointed by the Union, to serve as the labor representative to the CDC. The District and Union mutually agree the composition of the CDC will not be changed by the Fire Chief, unless agreed by both the District and Union. The following is the Career Development Committee composition as of June 4, 2016.

- ☐ Division Chief (DC appointed)
- ☐ Captain (L-851 appointed)
- ☐ Engineer (L-851 appointed)
- ☐ Firefighter (L-851 appointed)
- ☐ At-Large (Fire Chief appointed)

ARTICLE 35: DRUG AND ALCOHOL TESTING

- 35.1 The parties agree that the use of drugs and alcohol, whether on or off the job, which adversely affects job performance constitutes a serious threat to the health and safety of

the public, to the safety of fellow workers and to the efficiency of operations. The parties, therefore, agree that a drug and alcohol testing procedure will be included in this agreement. Appendix B, Drug and Alcohol Policy, will be governing for all employees covered by this Agreement.

ARTICLE 36: DISCRIMINATION

- 36.1 The District and the Union agree that there shall be no discrimination against any employee because of race, sex, religion, political affiliation, union affiliation, age, marital status, disability, or other protected status or activity, in accordance with applicable law. The District further agrees that it will comply with its obligation to reasonably accommodate disabled employees, where it is possible to make reasonable accommodation, consistent with applicable law. Employees and volunteers shall treat one another with dignity and respect in all respects related to providing services to and through the District. An employee who claims to have been discriminated against in violation of this provision shall elect whether to pursue the matter as a grievance under this Agreement or under whatever statutory remedies may be provided outside this Agreement. In the event an employee elects to pursue a statutory remedy, he/she is precluded from pursuing the claim under the grievance procedure. If the statutory claim is filed after a grievance is filed, the grievance shall proceed no further and shall not be subject to arbitration or the award of remedy by an arbitrator.

ARTICLE 37: MODIFICATION

- 37.1 If either party wishes to modify, amend, add to, or delete any of the provisions of this Agreement, that party shall give notice by January of the year the contract expires.

ARTICLE 38: SAVINGS CLAUSE

- 38.1 The provisions of this contract are declared to be severable. If any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, the validity of the provisions of this contract shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.
- 38.2 In the event any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid or unconstitutional, the parties will bargain a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached within thirty (30) calendar days of the first meeting, interest arbitration on that issue may be initiated by either party.

ARTICLE 39: TERM OF AGREEMENT — TERMINATION

- 39.1 This Agreement shall be effective as of July 1, 2022 and shall be binding upon the District, the Union, and its members and shall remain in full force and effect through June 30, 2025.
- 39.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. The understanding

and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

In witness whereof, the parties to this Agreement have executed this Agreement on the dates set forth below.

For the District

For the Union

John Wooten
Fire Chief

Rich Hill
Vice President, Local 851

APPENDIX A

SOUTH LANE COUNTY FIRE & RESCUE CLASSIFICATIONS AND WAGE RATES

July 1, 2022 to June 30, 2025

July 1, 2022

3%	A 80%	B 85%	C 90%	D 95%	E 100%
Captain	6496.83	6902.90	7308.93	7715.00	8121.05
Engineer/Paramedic	6062.74	6441.65	6820.60	7199.50	7578.42
Firefighter/Paramedic (Includes Operations FF)	5715.90	6073.11	6430.34	6787.60	7144.83

July 1, 2023

2.8%	A 80%	B 85%	C 90%	D 95%	E 100%
Captain	6678.74	7096.18	7513.60	7931.02	8348.44
Engineer/Paramedic	6232.60	6611.02	7011.60	7401.10	7790.62
Firefighter/Paramedic (Includes Operations FF)	5875.95	6243.20	6610.40	6977.65	7344.90

Jul1, 2024

2.8%	A 80%	B 85%	C 90%	D 95%	E 100%
Captain	6865.74	7294.90	7724.00	8153.09	8582.20
Engineer/Paramedic	6407.11	6796.44	7208.00	7608.33	8008.60
Firefighter/Paramedic (Includes Operations FF)	6040.50	6418.01	6795.50	7173.02	7550.60

APPENDIX B
SOUTH LANE COUNTY FIRE & RESCUE
DRUG AND ALCOHOL POLICY

The District and Union recognize a responsibility to employees, as well as the public, to maintain a safe and productive working environment. Consistent with that commitment, the District and Union have agreed that the following policy applies to all bargaining unit employees.

A. PROHIBITED CONDUCT

The following conduct is strictly prohibited:

1. Buying, selling, transporting, possessing, using, manufacturing, being under the influence of, or consuming non-prescribed controlled substances is prohibited on all property or designated areas used by the District. Further, consumption of alcohol and possession or transport of open containers of alcohol is likewise prohibited on all property or designated areas used by the District, except for the incidental use of cooking sherry, etc. in the preparation of food on District premises. "District property or designated areas" include emergency scene response areas, District buildings (either in or outside), and District vehicles.
2. Use of or being under the influence of alcohol or controlled substances including narcotics, sedatives, stimulants, and other controlled substances and mood-altering substances, and abuse of prescribed medications on duty or while operating District equipment or vehicles is prohibited and shall subject an employee to corrective action as set forth in this policy.

For the purpose of this policy, an employee will be deemed to be under the influence when testing indicates that controlled substances or alcohol are present in the urine, blood and/or breathe by breathalyzer (both tests to be undertaken when reasonable suspicion is cited) in the following amounts:

Alcohol	.02%
Marijuana (Blood Test)	5 nanogram/milliliters
Cocaine	300 nanogram/milliliters
Amphetamines	1000 nanogram/milliliters
Phencyclidine	25 nanogram/milliliters
All other drugs of abuse	300 nanogram/milliliters or the prevailing SAMHSA standard

3. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense. All drug and alcohol-related arrests, convictions and plea bargaining agreements must be promptly reported to the Fire Chief.
4. Failing to comply with District directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to require testing; giving false, diluted or altered samples; obstructing the testing process; failing to comply

with rehabilitation conditions imposed by rehabilitation counselors or by the District pursuant to this Policy.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

B. TESTING

The District may require an employee to immediately submit to blood or breathalyzer testing to detect alcohol or urine testing to detect drugs in the following circumstances:

- 1. REASONABLE SUSPICION** Testing will be required in those instances where an employee and/or any supervisor feels that reasonable suspicion exists. Reasonable Suspicion is defined as belief based on objective and specific articulable facts sufficient to lead a reasonable person to suspect that an employee has consumed or is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired; that the employee's ability to perform his/her job safely is reduced or that articulated observations have been made concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that the employee has consumed drugs and/or alcohol in violation of this Policy. Although a work-related accident or injury will not, in and of itself, be sufficient to constitute "reasonable suspicion," the occurrence of an accident or injury may, in conjunction with other indicators, be sufficient to support a reasonable suspicion for testing.
- 2. REHABILITATION TREATMENT** — Where testing is required pursuant to a Rehabilitation Agreement imposed by the employee's rehabilitation counselor or by the District, as set forth in Section C of this Policy.

All testing will be conducted at a laboratory certified by the DOT in accordance with the standards disseminated by the NIDA. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second confirming test from the same sample using GCMS testing methodology before the test result is reported as positive.

Test results will be reported to the Fire Chief and will be considered medical records and released only on an "as needed" basis.

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

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

Employees who are required to submit to reasonable suspicion testing are prohibited from driving themselves to or from the collection site. A management or supervisory employee will be designated for transport.

C. CONSEQUENCES OF VIOLATIONS

1. Employees who Report Dependencies and Seek Assistance *Before* Committing a Policy Violation — Rehabilitation

The District encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to the Fire Chief and seeks assistance before violating this Policy, that employee will be placed on a leave of absence and/or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees he/she:

- Has been evaluated by a Substance Abuse Professional (SAP);
- If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and
- Has a verified negative drug or alcohol test (as applicable).

Moreover, in order to return to work for the District, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Last Chance Agreement required by the District. Any employee who violates the terms of the Agreement is subject to immediate termination.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, followed by vacation pay and compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard District contributions for the period they are on paid leave. Thereafter, employees may self-pay the insurance premium pursuant to COBRA.

2. Employees who Report Dependencies and Seek Treatment After Committing a Policy Violation.

Employees who claim drug or alcohol dependencies after violating this Policy are subject to discharge, irrespective of such dependencies.

The District may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth in Section C.1., above. The District will

consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigates against discharge.

It is understood and agreed that the references to discipline and discharge set forth in this Policy and any Last Chance Agreements are not intended to supersede "just cause" requirements. The District continues to be bound by principles of "just cause," as well as due process obligations.

APPENDIX C
SOUTH LANE COUNTY FIRE & RESCUE
STANDARD OPERATING GUIDELINE
Hiring 12 and 24 Hour Overtime

The purpose of Appendix C is to establish procedures for hiring back personnel to maintain daily minimum staffing levels, as determined by the District. Should the District determine the need to reduce or increase daily minimum staffing levels, the District shall notify L-851 in writing, no less than ninety days (90), prior to daily minimum staffing reductions or increases.

The procedures set forth in this document shall not be modified or changed by the District or L-851, unless both parties have agreed to said changes or alterations in writing. The daily minimum staffing levels, for purposes of this agreement, are the number of personnel required to begin a shift each day.

12 and 24 hour overtime (OT) positions shall be filled in the following manner;

- The 12 hour OT Roster shall be used to fill OT positions over eight (8) hours but less than sixteen (16) hours in duration.
- The 24 hour OT Roster will be used to fill positions sixteen (16) hours to twenty-four (24) hours in duration.
- When filling an OT shift caused by personnel working in an AIC position, the OT shift shall first be offered to the classification (FF, ENG, CPT) for which the vacating personnel was serving as an AIC.

Example: An Engineer is scheduled as an AIC-Captain and calls off sick or takes PTO, creating a daily minimum staffing requirement to hire back. The OT shift is first offered to all off-duty Captains, then eligible AIC-Captains. This shall apply to all classifications for bargaining unit positions contained within this CBA.

- When filling OT shifts for Captains, the OT shift shall be offered to all off-duty Captains, then qualified AICs.
- When filling OT shifts for Engineers, the OT shift shall be offered to all off-duty Engineers, then qualified AICs (Firefighters), then off-duty Captains.
- When filling OT shifts for Firefighters, the OT shift shall be offered to all off-duty Firefighters, then Engineers, then Captains.
- In all instances where an OT shift cannot be voluntarily filled, in the manner, and using the procedures described above, drafting within classification will be initiated.