

AGREEMENT

between

MARION COUNTY FIRE DISTRICT #1

and

**MARION COUNTY PROFESSIONAL FIRE
FIGHTERS**

IAFF LOCAL 2557

July 1, 2014 to June 30, 2016

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ARTICLE 1 ASSOCIATION RECOGNITION

- A. Marion County Fire District #1, hereinafter referred to as “District” recognizes IAFF Local 2557, hereinafter referred to as “Association”, as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all regular and probationary full-time employees who occupy positions in one of the classifications listed in the attached Wage Schedule Appendix A. Temporary and part-time employees are excluded from the bargaining unit. The use of temporary employees to cover for bargaining unit employees who are on medical leave or other absences is governed by Article 21 - Job Security. In the event that the District desires to use part-time employees to perform bargaining unit work, the District agrees to notify the Association and bargain pursuant to the PECBA.
- B. If a dispute arises between the parties as to whether a new classification is included or excluded from the bargaining unit, the parties agree to follow the procedures of the Employment Relations Board for resolution of the question.
- C. For purposes of this Agreement, “full-time employee” shall mean any employee who is employed for ongoing, non-temporary employment and is regularly scheduled to work 40, 42, 45 or 56 hours per week or on a full-time basis as a shift employee.

ARTICLE 2 MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved so the District can serve the public effectively and efficiently. Except to the extent expressly abridged by a specific provision of the agreement, the District retains all their usual, customary and exclusive rights, decision making authorities, perogatives and functions in management and administration of the District. Such authorities and functions are not subject to the grievance procedure. By way of illustration, and not of limitation, the following are listed as such management perogatives, functions and rights:

- A. To determine the types and levels of services to be rendered to the citizens of the District.
- B. To determine the District's financial, budgetary, accounting, and organizational policies and procedures.
- C. To continuously oversee personnel policies, procedures, and programs promulgated under any ordinance or administrative order of the District and establish personnel rules and regulations not consistent with any other terms of this Agreement.
- D. To manage and direct the workforce including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to introduce new equipment, techniques and operating methods, provided the introduction does not raise

safety concerns that require bargaining under PECBA. The determination of the duties and qualifications to be assigned or required and the determination of job classifications; the right to determine personnel training requirements and to establish and execute training programs; the right to discipline or discharge for proper cause or for any cause while on probation; the right to layoff for lack of work or funds; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.

- E. To assign qualified District personnel to specific divisions, companies, shifts, or projects at its discretion.
- F. To subcontract bargaining unit work, subject to the following:
 - 1. If the District desires to subcontract work customarily and historically performed by members of the bargaining unit, to an extent which significantly deviates from the parties' past practice, the District shall give the Association advance written notice of intent to subcontract. The notice shall describe generally the work to be subcontracted, the terms of the subcontract and the anticipated effect of the subcontract on unit members.
 - 2. Within ten calendar (10) days immediately following the date of its receipt of notice, the Association may deliver to the District, in writing, proposed wages, hours, and conditions of employment to which the Association would agree in order to preserve the work the District desires to subcontract.
 - 3. If the District does not receive such a proposal from the Association within the ten (10) day period, the District may implement the subcontract.
 - 4. If the Association timely delivers a proposal to the District, the District shall, within ten (10) days immediately following the date of receipt, inform the Association in writing whether said proposal is accepted or rejected.
 - 5. If the District fails to timely respond or rejects the proposal, the Association may, within five (5) days of rejection or expiration of the ten (10) day period set forth in Section 4 above, deliver written request for arbitration to the District. In the absence of timely written request for arbitration, the District may implement the subcontract.
 - 6. The arbitrator shall be mutually selected by the District and Association. In the event voluntary selection is not agreed upon, the parties shall jointly request a list of five (5) Oregon and/or Washington arbitrators from the Employment Relations Board. Each party shall strike two (2) names, starting with the party requesting arbitration.
 - 7. The arbitrator's authority shall be to determine whether the proposal submitted by the Association is equal to or better than the District's proposal to subcontract. The arbitrator shall consider all relevant economic and operational characteristics

of the relative proposals. If the arbitrator determines the Association's proposal is equal to or better than the proposal submitted by the District, the District shall be denied the right to subcontract. If the arbitrator determines the Association's proposal is not equal to or better than the District's proposal, the District shall be granted the right to subcontract in accordance with the proposal submitted to arbitration. The right to subcontract shall be effective on the date of the arbitrator's decision.

8. Nothing in this Article is intended to preclude the parties from reaching alternative agreement regarding the District's right to subcontract unit work.
9. It is understood that Volunteer firefighters are not employees of the District, and therefore are not the subject of bargaining and/or subcontracting.

ARTICLE 3 DUES CHECK OFF

The District agrees to deduct the regular Association membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association by the 10th of the month of the succeeding month after such deductions are made. An employee's authorization for such deductions may be revoked by him/her on notice in writing to the District. Such deductions are made as a matter of convenience for the employee and the Association shall hold the District harmless for check off errors so long as such errors are adjusted in the pay period following the District's notification of such error.

ARTICLE 4 FAIR SHARE AGREEMENT

- A. The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the Association. Accordingly it is fair that each employee in the bargaining unit pays his/her own way and assume his/her obligation along with the grant of equal benefits.
- B. Any employee in the bargaining unit who has not joined the Association within thirty (30) days of his/her initial employment shall, as a condition of employment, pay monthly in the same manner as the Association members, an amount equal to the dues required by the Association, as well as initiation fees, and assessments, if any, charged to members of the Association.
- C. Any individual employee objection based on a bona-fide religious tenet or teaching of a church or religious body of which such employee is a member or sincerely held religious belief will require such an employee to inform the District and Association of his/her

objection. The employee will meet with representatives of the Association and establish a satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues, initiation fees, and assessments to a nonreligious charity. The employee shall furnish written proof to the District and the Association that this has been done.

ARTICLE 5 HOLIDAYS

- A. Employees who are assigned to forty (40), or forty five (45) hour workweeks shall receive the following paid holidays:
1. New Year's Day
 2. Memorial Day
 3. Independence Day
 4. Labor Day
 5. Veteran's Day
 6. Thanksgiving Day
 7. Day after Thanksgiving
 8. Christmas Eve Day
 9. Christmas Day
 10. President's Day (nationally recognized)
 11. Martin Luther King Day

Employees who are assigned to forty (40) hour workweeks shall receive eight (8) hours holiday pay for each holiday. Employees who are assigned to forty-five (45) hour workweeks shall receive nine (9) hours holiday pay for each holiday.

In order to be eligible to receive holiday pay, an employee must be actively working or on approved time off.

- B. If a holiday falls on a Sunday, the employee will receive the following Monday off. If the holiday falls on a Saturday, the employee will receive the Friday before off.
- C. Employees assigned to 56 hour shift work shall receive an additional ninety-six (96) hours of vacation time off per year in lieu of holidays. Such time is reflected in the vacation accrual schedule (Article 8).
- D. Employees assigned to 42 hour shift work shall receive an additional 72 hours of vacation time off per year in lieu of holidays. Such time is reflected in the vacation accrual schedule (Article 8)

For purposes of call-back on holidays, refer to Article 7.

**ARTICLE 6
SICK LEAVE**

A. The District shall provide paid sick leave for all full-time employees in accordance with this Article.

B. Accrual of Sick Leave:

Full-time employees shall accrue sick leave according to the following formula:

1. **For Employees Assigned to Forty (40) Hour Work Schedules:**

<u>Months of Service</u>	<u>Hours per Month</u>	<u>Maximum Accumulation</u>
0 - 180	8.67	2400
181 or more	17.34	2400

Employees who are assigned to forty (40) hour work schedules shall have eight (8) hours of sick leave deducted from their sick leave banks for each day of sick leave.

2. **For Employees Assigned to Forty-Five (45) Hour Work Schedules:**

<u>Months of Service</u>	<u>Hours per Month</u>	<u>Maximum Accumulation</u>
0 - 180	9.75	2400
181 or more	17.34	2400

Employees who are assigned to forty-five (45) hour work schedules shall have nine (9) hours of sick leave deducted from their sick leave banks for each day of sick leave.

3. **For Employees Assigned to Shift Work:**

<u>Months of Service</u>	<u>Hours per Month</u>	<u>Maximum Accumulation</u>
0 -180	11.93	2400
181or more	17.34	2400

Employees will begin accruing sick leave at the higher rate at the beginning of the pay period immediately following completion of 180 months of service.

C. Sick time does accrue to an employee:

1. For all regular “on duty” time.
2. While drawing full sick leave benefits (not while drawing sick leave to make up the differential between workers compensation or LTD benefits and base wages)
3. Continuously while on leave of absence with pay.
4. Continuously while on vacation.
5. From the first day of employment.

D. Sick time does not accrue to an employee:

1. For extra time worked (i.e. overtime, call-back).
2. While an employee is receiving workers compensation time loss or LTD benefits.
3. While on leave of absence without pay.
4. While on extended military leave. This does not apply to two (2) week encampment or cruises.
5. While laid off.
6. While suspended for disciplinary reasons.

E. Use of Sick Leave for Off-the-Job Injuries and Illnesses:

Sick leave will be coordinated with long term disability (LTD) benefits and may be utilized only for the following purposes:

1. When the employee is unable to work due to an *off-the-job* illness or injury, subject to the following conditions:
 - a. There is a 30 day waiting period before employees who are eligible to receive LTD benefits begin to receive payments. Any employee who anticipates a need to be off work for 30 or more consecutive calendar days due to an off-the-job injury or illness must promptly apply for LTD benefits.
 - b. Employees who are absent from work due to an off-the-job injury or illness may utilize their sick leave benefits for the first 30 continuous calendar days of absence. On the 31st day, if the claim is accepted by the

disability insurance carrier as a LTD claim, the employee will be automatically covered by the District's LTD policy and the employee will begin receiving a monthly benefit of 60% of his/her pre-disability base wages to the maximum specified under the LTD policy.

(NOTE: Bonuses, like other forms of salary continued during the leave would be deducted from LTD benefits.)

- c. In the event that the employee is not covered by LTD or his/her claim is denied, the employee will be eligible to continue to draw sick leave benefits for his/her regularly scheduled working hours/shifts.
 - d. Employees may elect to utilize sick leave benefits to make up the differential between the 60% LTD benefit and their regular net base wages. In the event an employee makes such an election, a corresponding amount will be deducted from his/her sick leave bank. If the employee chooses not to integrate sick leave and LTD benefits or has no sick leave benefits available, he/she will receive only LTD benefits.
 - e. LTD and sick leave or vacation benefits will not be duplicated. In the event duplication occurs or underpayment is discovered, the District will issue proper payment to the employee or reduce his/her sick leave bank or vacation bank by the amount of any duplicated payment.
2. When the employee's presence is needed to care for an ill or injured member of his or her immediate family.
 3. To attend medical or dental appointments or when necessary to transport or accompany a member of his or her immediate family to a medical or dental appointment, subject to the conditions set forth below.

Whenever possible, medical and dental appointments should be scheduled outside an employee's regularly scheduled working hours.

Employees who must be absent from work to attend medical or dental appointments or to transport or accompany their immediate family members to a medical or dental appointment will be required to work any portion of their shift that falls before or after their appointment, unless they have received approval from the District to be absent for their entire shift or have arranged to trade shifts with another employee.

4. To make up the differential between the rate of pay he/she receives for working in a light duty position and his/her regular wage, consistent with Section M, below.

5. For other OFLA qualifying absences.

Effective January 1, 2014, OFLA eligible employees are entitled to up to two (2) weeks of bereavement leave, as part of the total 12-week entitlement, due to the death of a “family member” as defined by the Oregon Family Leave Act. The leave must be for the purpose of grieving, attending a funeral or other memorial type of event, or taking care of personal business necessitated by the death of the family member. The leave must be taken within the first sixty (60) days after the employee receives notice of the death. Employees can use OFLA bereavement leave for the death of more than one "family member" during the leave year. Also, under previous amendments to OFLA, employees must be allowed to use sick leave as well as other accrued paid leave (vacation; compensatory time; holiday banks; etc.) for all OFLA qualifying purposes.

For the purposes of Section E of this Article, the definition of “immediate family” shall include the employee’s spouse, children (including step children, foster children and adult developmentally disabled children), parents, grandparents and grandchildren, same sex domestic partners and the children, parents, grandparents and grandchildren of same sex partners, as required by law and confirmed in an Affidavit of Domestic Partnership.

F. Use of Sick Leave for On-the-Job Injuries and Illnesses:

Sick leave will be coordinated with long term disability (LTD) and workers compensation benefits and may be utilized only for the following purposes:

1. When the employee is unable to work due to an *on-the-job* illness or injury, subject to the following conditions:
 - a. LTD benefits are also available to eligible employees who suffer on-the-job injuries and illnesses. Consequently, any employee who anticipates a need to be off work due to an on-the-job injury or illness for 30 or more consecutive calendar days must promptly apply for LTD benefits, as well as workers' compensation benefits.
 - b. Employees who are absent from work due to an on-the-job injury or illness may utilize sick leave for absences that occur during the three (3) day waiting period before workers’ compensation time loss benefits of 66 2/3% of his/her wages begin. Employees may also utilize their accrued sick leave benefits for the three (3) day waiting period and to make up the differential between workers’ compensation time loss benefits and their regular net wages for absences that occur after the three (3) day waiting period and the date they are declared stationary and stop receiving workers' compensation time loss benefits.

After an employee stops receiving workers compensation time loss benefits, if the claim is accepted by the disability insurance carrier as a LTD claim, the employee will be automatically covered by the District's LTD policy and the employee will begin receiving LTD benefits, consistent with that policy. At that point, the employee may utilize sick leave benefits to make up the differential between LTD benefits and his/her regular net wages. In the event an employee makes such an election, a corresponding amount will be deducted from his/her sick leave bank. If the employee chooses not to integrate sick leave and LTD benefits or has no sick leave benefits available, he/she will receive only LTD benefits. Payment of LTD benefits shall be made at the end of the month in which the employee becomes eligible for the LTD benefit.

- c. In the event that the employee's workers compensation claim is denied, the employee will be eligible to draw sick leave benefits in the amount of the differential between his/her LTD benefit and his/her regular net wages.
2. To make up the differential between the rate of pay he/she receives for working in a light duty position and his/her regular wage, consistent with Section M, below.
3. If an employee's workers' compensation claim is disputed, the employee will be eligible to exercise the same options as outlined above while the claim is in disputed status. In the event the employee's injury or illness is determined to be non-work related at any point during the workers' compensation process, whether by District's workers' compensation carrier or through a workers' compensation proceeding, the employee shall, from that date, be treated as though he/she suffered an off-the-job related injury or illness. In the event there is a final decision issued through the Workers' Compensation Board or the Oregon courts, reversing a previous determination that an employee's injury or illness was or was not compensable, the District reserves the right to adjust the employee's sick leave account to reflect underpayments or overpayments. If the employee's sick leave account is insufficient to allow the District to adjust for overpayments, the employee's sick leave account may be adjusted to reflect a negative balance.

G. Employment while on Sick Leave and other Medical Leaves:

1. No employee who is on sick leave or is receiving long term disability (LTD) or workers compensation time loss benefits shall engage in other gainful employment, including self-employment, except for pre-approved gainful employment (e.g. teaching, etc.) that the Personnel Officer has determined will not interfere with an employee's recovery and consequently has authorized the employee to continue engaging in during his/her leave. All such authorizations must be in writing.

2. Any employee off on sick leave, LTD or workers compensation time loss benefits who accepts or engages in gainful employment in violation of Section 1 above at any time during such off duty period shall be subject to disciplinary action. Sick leave benefits paid to any employee found to have performed work or been gainfully employed in violation of Section 1 above shall be refunded to the District. The District may secure the refund through deduction of the amount of such refund from the employee's sick leave bank. In the event the employee's sick leave bank is insufficient to permit the District to recoup the refund, the District may deduct from the employee's accrued vacation benefits.

H. General Conditions:

1. It is agreed and understood that employees may not use sick leave benefits during any time period they are receiving LTD benefits, except for integration purposes as set forth in Section E, F and M of this Article.
2. If an employee becomes ill or injured while on vacation leave, such period of illness/injury shall be changed from vacation leave to sick leave. The restoration of vacation leave shall require a statement from the employee's doctor substantiating that an illness/injury did occur. The statement shall be forwarded to the office. The employee's vacation may be rescheduled as per Article 8, paragraph B of the Agreement.
3. Whenever sick leave benefits are paid to an employee, the District will deduct a corresponding amount from the employee's sick leave bank. In the event an employee must be absent for one of the reasons listed above and his/her sick leave bank is depleted, the employee will be paid first from his/her accrued compensatory leave, then from his/her vacation bank. In such an event, the District will deduct a corresponding amount from the employee's accrued compensatory leave and/or vacation bank.
4. The District and the Association agree that an employee's right to receive LTD and/or workers' compensation benefits is covered by the terms of the LTD policy and workers' compensation law. Nothing in this Article or other sections of the Agreement are intended to imply that coverage beyond that allowed by the carrier and/or workers' compensation laws will be provided.

I. Reporting and Processing of Sick Leave:

Employee responsibilities regarding the reporting of absences and processing of sick leave are as follows:

1. Any employee becoming sick or injured in such a manner which would restrict the employee's reporting to work and performing said work, shall promptly notify the District as per current Operating Procedure.

2. To assure the earliest possible return to work, any employee who is off on sick leave, LTD or workers compensation time loss benefits is required to comply with medical directives issued by his/her doctor or health care provider and is further specifically prohibited from engaging in activities that are outside the medical limitations imposed by his/her doctor or health care provider.
3. Any employee, when recovered from an illness or injury, shall notify the District as per current Operating Procedure. Such notice shall be given as far in advance as possible; usually the day before reporting to duty.
4. Sick leave is intended to provide compensation to employees who are unable to work for one of the reasons listed in Sections E and F, above. Employees are permitted to use sick leave only for those reasons. Employees who give false information to obtain sick leave benefits or accept sick leave benefits for reasons other than those listed in Sections E and F of this Article will be subject to disciplinary action.

J. Compassionate Leave:

Any employee may be absent from duty, with pay, for up to five (5) working days (for 40 and 45-hour workweek personnel) or two shifts (for shift employees) by reason of a death of a family member, as defined in this Section or, subject to operational needs, for the death of a co-worker. For the purpose of this Section, "family member" is to include the employee's spouse, children (including step children, foster children and adult developmentally disabled children), parents, in-laws, grandparents and grandchildren, same sex domestic partners and the children, parents, grandparents and grandchildren of same sex partners, as required by law and confirmed in an Affidavit of Domestic Partnership.

Such time off shall not be charged to vacation or sick leave. Leave extending beyond five (5) working days or two (2) shifts shall be charged to vacation, compensatory time or sick leave. In order to draw sick leave, an employee must be eligible for sick leave under Section E., above. Other leaves of absence for compassionate leave will be at the Fire Chief's discretion.

- K. Upon retirement or resignation, unused sick leave shall be applied to the employees PERS plan as allowed by the tier differential rules.
- L. The District will allow employees to transfer a maximum of seventy-two (72) hours during each fiscal year to a leave bank administered by the District as follows:
 1. Employees may donate a maximum of 48 hours of either vacation or comp time;
 2. Additionally, employees may donate twenty-four (24) hours of sick leave to the leave bank.

The employee giving such time must have a minimum of 240 hours of total leave accumulated. Such donated leave shall remain in the bank for use by other employees

who have exhausted all accumulated leave. To be eligible to apply for donated leave, an employee must have a serious illness or medical condition or be caring for an immediate family member with an illness or serious medical condition that requires a prolonged absence from work and must not be receiving or be eligible to receive long term disability or workers compensation time loss benefits. Leave donated shall be posted to the donee's time account. Hours of leave donated from employees will be converted into an hourly rate and then applied to the donee's account at their hourly rate. An employee seeking donated leave must make a formal written request to the Personnel Officer for his approval and must satisfy the eligibility criteria.

M. Light Duty Assignments:

The District reserves the right to offer light duty assignments to employees who are injured both on and off-the-job. The goal for light duty is to get the employee back to modified work as soon as possible following an injury with the Workers Compensation Early Return to Work Program and Guidelines. To the extent possible, the initial offering and scheduling of light duty will be on the workers regularly assigned shift with hours of work determined on a case by case basis in coordination with the employees work restrictions from the Physician. With the required fourteen (14) day notice, light duty schedules and assignments will be determined by the needs of the District and Physician work restrictions of the employee.

Any employee who is off work on sick leave, LTD or workers compensation leave and has the doctor's approval to perform light duty work or employment in any capacity for the District shall be encouraged to return to work. In the event the District offers the employee a light duty position that has been approved by a doctor, the District shall pay the employee for the actual hours worked at the regular hourly rate established by the District and approved by the Association for the light duty position. In the event the employee accepts the light duty position and the employee qualifies for LTD benefits, LTD benefits will be applied to make up the differential between the wages the employee is paid for the light duty position and his/her regular net wages. In the event that the LTD benefits are insufficient to make up that differential, the employee may utilize sick leave, compensatory time and/or vacation leave to make up the differential between the employee's light duty wages and his/her regular net wages.

N. Verification:

The District may require an employee to submit written certification from a doctor or other acceptable verification of eligibility to receive sick leave benefits under the following conditions:

1. When the employee's absence exceeds three consecutive workdays for non-shift employees or forty-eight (48) hours for shift employees;
2. When the District can articulate a good faith concern that misuse of sick leave has occurred (i.e. questionable patterns of usage; calling on a previously denied day

off; etc.); or

3. When the District has a good faith concern about whether an employee is caring for or needed to care for an ill or injured member of his/her immediate family, in accordance with applicable law.

Acceptable verification may be required as a condition of payments. Any co-payment cost incurred by the employee to obtain certification which is not covered by insurance (i.e. co-pays) will be reimbursed by the District.)

In addition, the District may require a medical release or medical verification of an employee's work-related limitations whenever the District has a good faith concern that employee's physical or mental condition is negatively affecting his/her ability to safely perform the duties of his/her position.

ARTICLE 7 HOURS OF WORK

A. FLSA Work Cycle for Shift Employees: The FLSA work cycle for all shift employees covered by this Agreement shall be a 24-day cycle. Shift employees shall be paid overtime at the rate of time and one-half their regular rate of pay for all hours worked over 182 hours in a work cycle. Other fire protection employees shall be paid overtime at the rate of time and one half their regular rate of pay for all hours worked over forty (40) or forty-five (45) hours in a workweek, as set forth in Section B, below. Forty five hour week schedule employees shall be paid overtime at the rate of time and one half plus 20% (1.7 times) their regular pay for all hours over forty five (45) hours in a workweek, as set forth in Section B, below. For the purpose of computing overtime the workweek for non-shift employees shall begin at 0800 on Monday and end at 0759 the next Monday.

1. Hours paid as vacation or sick leave shall be counted as hours worked for the purposes of determining a fire protection employee's eligibility for overtime.

B. Work Schedules for Fire Protection and EMS Employees: All fire protection and EMS employees will be assigned to work a schedule of either:

1. Shift employees will typically work forty-eight (48) hours on duty followed by ninety-six (96) hours off duty, including float employees assigned to such work schedules (shift employees);
2. A forty-five (45) hour week schedule, including float employees assigned to such work schedules (non-shift employees);
3. A forty-two (42) hour shift schedule consisting of twelve (12) hours on twelve (12) hours off for three (3) consecutive days, followed by three (3) consecutive

days off; or

4. A forty (40) hour week schedule, (non-shift employees).
5. The District may change an employee's regularly assigned work schedule at its discretion upon fourteen (14) days advance notice to the employee.

C. Call-Back Hours: Call-back hours shall be defined as:

1. Any authorized hours worked on the employee's regularly scheduled days off, except for hours worked on traded shifts. Hours worked on traded shifts shall be considered to be regularly scheduled hours worked; and
2. Any hours during which the employee works in excess of their regularly scheduled daily shifts.

D. Call-Back Pay: Employees shall receive call-back pay at premium rates as follows:

1. Call-back hours worked **immediately** prior to the beginning of a regularly scheduled duty shift shall be compensated at one and one-half (1 ½) times the regular rate of pay with a minimum of two (2) hours. Exception: If the employee is advised that such call-back is required at least twelve (12) hours prior to the required reporting time, the two (2) hour minimum shall not apply.
2. Call-back hours worked immediately following the end of a regularly scheduled duty shift shall be compensated at one and one-half (1 ½) the regular rate of pay for the actual hours worked.
3. Call-back hours worked on an employee's regularly scheduled day off, which are not directly connected to the beginning or end of a regularly scheduled duty shift, shall be compensated at one and one-half (1 ½) times the regular rate of pay with a minimum of two (2) hours.
4. For short notice OT call in, travel time to District property will not be considered time worked. Once employee is on District property, or designated location, they are considered to be on the clock. Employees called in to cover an immediate vacancy (requiring a ready for duty response within 1 hour) on an employee's regularly scheduled day off, which is not directly connected to the beginning or end of a regularly scheduled duty shift, will receive a flat fee of \$20 for the inconvenience of filling the vacancy on short notice. Employees will document this as "Short Notice OT" on timesheets.
5. Employees called back to work from holidays or scheduled vacation without at least eleven (11) days advance notice (after 0700 on the 11th day before the day they are called back to work) shall be compensated at two and one-half (2 ½)

times the regular rate of pay for the actual hours worked on the holiday or scheduled vacation day. Holidays or scheduled vacation days worked after at least eleven (11) days advance notice shall be considered regularly schedule hours and shall not be subject to call-back premiums.

Call-back premiums shall be considered an overtime premium for FLSA purposes and shall not be separately included in the employee's regular rate of pay for overtime purposes.

There shall be no pyramiding of call back and overtime premiums for the same hours worked. In the event that more than one premium rate of pay applies to the same hours, the higher rate shall apply.

E. Trade Time

1. Employees within the Operations division shall be allowed to trade time off.
2. When trade time is taken and an employee becomes sick or otherwise unable to fulfill his/her obligation by repaying the trade time owed, the employee owing the trade time shall be responsible to find another employee to cover the shift. In the event the person owing the trade time is unable to secure another to fill the trade time shift, then overtime will be assigned and the person owing the trade time will be charged for 24 hours of sick time to cover the entire shift.

F. Maximum Hours Worked

1. Employees will not be allowed to work more than 72 hours consecutively, without District approval.
2. Unless approved by the District, employees working 72 consecutive hours must have a minimum of 8 consecutive hours off duty before returning to work.
3. Employees however will not be held "accountable per staffing rules" for 72 hours straight but may be held over pending relief coverage.

G. Daylight Savings Time

1. Will not be reflected on time sheets and will not be used for wage computation.

ARTICLE 8 VACATION

A. Vacation shall be accrued according to the following terms and conditions:

1. Personnel assigned to forty (40) hour workweek schedules shall accrue vacation time as follows:

Year	Months	Monthly Accrual	Max Accrual
1	1-12	12	216
2	13-24	13	234
3	25-36	14	252
4	37-48	15	270
5	49-60	16	288
6-10	61-120	17	306
11-15	121-180	19	342
16-20	181-240	21	378
21-23	241-276	22	396
24+	277+	23	414

Employees who are assigned to forty (40) hour work schedules shall have eight (8) hours of vacation leave deducted from their vacation accruals for each day of vacation.

2. Personnel assigned to forty-five (45) hour workweek schedules shall accrue vacation time as follows:

Year	Months	Monthly Accrual	Max Accrual
1	1-12	13.5	243
2	13-24	14.625	263
3	25-36	15.75	283
4	37-48	16.875	340
5	49-60	18	324
6-10	61-120	19.125	344
11-15	121-180	21.375	384
16-20	181-240	23.625	425
21-23	241-276	24.75	445
24+	277+	25.875	465

Employees who are assigned to forty-five (45) hour work schedules shall have nine (9) hours of vacation deducted from their vacation accruals for each day of vacation.

3. Personnel assigned to forty-two (42) hour shift work shall accrue six (6) hours of

holiday hours per month. Combined holiday/vacation time as follows:

Year	Months	Monthly Accrual	Max Accrual
1	1-12	16.5	216
2	13-24	17.25	225
3	25-36	18	234
4	37-48	18.75	243
5	49-60	19.5	252
6-9	61-108	20.25	261
10-14	109-168	24	306
15-19	169-228	25.5	324
20-23	229-276	27	342
24+	277+	28.5	360

Employees who are assigned to forty-two (42) hour shift work shall have twelve (12) hours of vacation leave deducted from their vacation accruals for each day of vacation.

4. Personnel assigned to fifty-six (56) hour shift work shall accrue (8) hours of holiday leave per month. Combined holiday/vacation time as follows:

Year	Months	Monthly Accrual	Max Accrual
1	1-12	22	288
2	13-24	23	300
3	25-36	24	312
4	37-48	25	324
5	49-60	26	336
6-9	61-108	27	348
10-14	109-168	32	408
15-19	169-228	34	432
20-23	229-276	36	456
24+	277+	38	480

Employees who are assigned to fifty-six (56) hour work schedules shall have twenty-four (24) hours of vacation deducted from their vacation accruals for each day of vacation.

Vacation time off may not be taken during an employee's probationary period, unless approved in writing by the Personnel Officer.

- B. **Vacation scheduling:** Vacation times shall be scheduled by the Chief or his designees based primarily on the needs of efficient operation and availability of vacation relief. In case of conflicts between employees concerning the scheduling of vacations, the employee with the longest service with the District shall be given first consideration. For the purpose of exercising seniority preference, sign-up for annual vacation leave shall be

completed by March 1st of each year.

- C. The District will generally allow two (2) individuals within the Operations Division to use vacation at any one time. Each Single Role employee allowed to be the third person off a total of forty-eight (48) hours each per fiscal year. The Single Role employee who submits his/her time off request third will be charged from their allotted forty-eight (48) hours of two off. These hours will be tracked by the staffing officer. This does not include training time, sick time, trade time, compassionate leave, or any other type of leave. The Fire Chief has the discretion to allow more than two (2) employees off at one time.
- D. Upon termination or separation, the employee will be paid for all accumulated hours of vacation, up to maximum allowable vacation caps.
- E. **Vacation Sell-back for Shift Employees:** An employee assigned-shift work may request and be paid for up to a maximum of ninety-six (96) hours vacation time in a fiscal year, providing he/she has sufficient accumulation of vacation. Requests for vacation sell-back must be made in increments of twenty-four (24) hours and must be submitted on a monthly basis. Requests must be submitted to Payroll with the regular monthly time sheet and will be paid on the next payday. Accrued vacation time will be sold back to the employee at the employee's regular rate of pay at the time of the sell back.
- F. **Vacation Sell-Back for 40/45 Hour Employees:** An employee assigned to a forty (40) or forty-five (45) hour workweek may request and be paid for a maximum of two weeks (80 or 90 hours) vacation time, providing the employee has sufficient accumulation of vacation. Requests for vacation sell-back must be made in increments of twenty (20) hours for employees scheduled to work forty (40) hour workweeks and twenty-two and a half (22.5) hours for employees scheduled to work forty-five (45) hour workweeks. All such vacation requests must be submitted on a monthly basis. Requests must be submitted to Payroll with the regular monthly time sheet and will be paid on the next payday. Accrued vacation time will be sold back to the employee at the employee's regular rate of pay at the time of the sell back.

ARTICLE 9 WAGES

- A. Full-time shift and non-shift employees of the District shall be paid an hourly wage as set forth in the attached Appendix A.
- B. **Pay Periods and Pay Days:**

Effective January 1, 2011 The District shall maintain a monthly pay period for all employees. Employees will be paid all straight-time and over-time wages due to them for the period between the 1st and last day of the month. Paydays will be on the tenth calendar day following the last day of the month. In the event the tenth calendar day falls on a weekend or holiday, employees will be paid the preceding business day. For the

purpose of this Article, as well as other provisions of this Agreement, “business days” shall include the District office’s normal days of operation Monday through Friday, excluding holidays.

The wages paid to shift employees whose work cycles cut across monthly pay periods will include any overtime due to the employee at the end of the work cycle, as well as any premium pay adjustments which were not earned during the previous monthly pay period.

- C. **Paycheck Draws:** Employees will be permitted to receive draws against their wages to a maximum of three (3) draws per fiscal year. Draws will be permitted approximately half way through each pay period. Employees who wish to receive a draw during any pay period must complete a “Draw Request” form provided by the District and must submit the form to Payroll no later than seven (7) calendar days into the pay period. In the event a Draw Request form is timely submitted, the employee will be issued a draw check in the amount of one half of their regular base wages for that pay period.

- D. **Overtime Compensation:** Compensation for overtime shall be at the rate of time and one-half the employee’s regular rate of pay and may be either cash or, for employees working 40/45 hour workweeks, compensatory time. Accountability will be assigned by pools and not job classification.

- E. **Compensatory (Comp) Time:**
 - 1. Only non-shift employees within the bargaining unit assigned to work forty (40) or forty-five (45) hour weeks are eligible to earn comp time off in lieu of overtime pay. The option of receiving compensatory time shall be at the discretion of the employee, subject to the maximum compensatory time caps set forth in Subsection 3, below.
 - 2. Except for call-back hours worked without at least eleven (11) days advance notice under Article 7, E.4, eligible 40- hour employees shall earn compensatory time off in lieu of overtime pay or in lieu of call-back pay at the rate of 1.5 hours per actual hours worked. Eligible 45- hour employees shall earn compensatory time off in lieu of overtime pay or in lieu of call-back pay at the rate of 1.7 hours per actual hours worked.
 - 3. 40-Hour employees may accrue a maximum of 96 hours of comp time, unless they have received written approval from the Fire Chief. 45-Hour employees may accrue a maximum of 108 hours of comp time, unless they have received written approval from the Fire Chief.
 - 4. Payment for accrued comp time shall be based on the employee rate of pay at the time the overtime is paid.
 - 5. An employee may sell back accrued comp time to the maximum cap in a fiscal

year. Requests for comp time sell-back must be made in increments of twelve (12) hours for 40-Hour employees and eighteen (18) hours for 45-Hour employees and must be submitted on a semi-annual basis in May, and November. All such requests must be submitted to Payroll by the 1st day of the month(s) designated above and will be paid by separate check within seven (7) business days. Accrued comp time hours will be sold back to the employee at the employee's regular rate of pay at the time of the sell back.

F. When an employee is terminated or otherwise separated from employment, he/she shall be given cash compensation for the overtime or compensatory time that has accrued.

G. Adjustments to Base Wage:

1. The wage rates for fiscal year 2014-2015 will change as represented in Appendix A. Beginning July 1, 2014 there will be a 3% increase in wages for all positions. Beginning July 1, 2015 all members will receive 1% increase in wages plus Portland CPI-W from December 2013-December 2014. The parties do recognize the importance of evaluating comparables based on the overall compensation received by employees in the same or similar positions in comparable jurisdictions, as set forth in PECBA. To that end, the District and Association will strive to incorporate any agreed upon provision requiring the use of comparables for setting wage increases in future agreements to be based on overall compensation, rather than wages alone.

Comparables to be utilized for establishing such wage increases are: Albany, Corvallis, Douglas County Fire District #2, Jackson County Fire District #3, Klamath Falls Fire District #1, McMinnville, Redmond Fire District and Woodburn Fire District.

H. **Payroll Deductions and Direct Deposits:** The District, upon receipt of written authorization from any employee, shall make appropriate payroll deductions for retirement, credit union, and/or approved savings plans. Employees will be permitted up to a maximum of two (2) individualized voluntary deductions, over deductions made for participation in District sponsored benefit programs. Employees who have authorized direct deposits of their paychecks are limited to one direct deposit account. Employees may ascertain the amount of their accrued sick leave time as well as vacation time, etc., by telephoning the office during office hours and asking for that information.

I. **Incentive and Premium Pay:** Eligible full-time employees will be paid the following incentives, premium assignment pay and deferred compensation contributions:

1. **Wellness Incentives:** Wellness incentives are paid to eligible employees who use less than a designated number of sick leave hours in a fiscal year. To be eligible to receive a wellness incentive, an employee must satisfy the following eligibility criteria:

- a. Must be an emergency service employee;
- b. Must have completed his/her probationary period before the fiscal year in question; and
- c. Must have used less than forty-nine (49) hours' sick leave during that fiscal year.

In the event an employee satisfies these requirements, he/she will be paid a wellness incentive based on a sliding scale as follows:

0 hours	\$500.00
< 25 hours	\$350.00
< 49 hours	\$200.00

Wellness incentives shall be paid at the end of each fiscal year (June 30th), and will include any overtime adjustments due to the employee in accordance with FLSA.

- 2. **Float Pay Premiums:** The hourly wage rate for employees designated as floaters on the District roster at any time during a FLSA work cycle will be 2.5% over his/her base wage rate for all hours worked during that work cycle, irrespective of the number of hours he/she worked as a floater during that work cycle.
- 3. **Longevity Incentives:** Bargaining unit employees shall receive longevity incentives as follows:

<u>Months of Service</u>	<u>Incentive</u>
180-239	1% of base wage
240-300	2% of base wage
301 or more	3% of base wage

Longevity incentives will become effective of the first day of the FLSA work cycle or workweek immediately following an employee's completion of the months of service requirement. Longevity incentives shall be calculated into the employee's hourly wage rate.

- J. **Deferred Compensation:** The District 457 (b) program is available for elective contributions.
- K. **401(a) Contributions:** Effective July 1, 2014, employees will receive 4% of wages into individual 401(a) programs. Effective July 1, 2015, employees will receive a total of 5% of wages into individual 401(a) programs.
- L. **Field Training Officer Premiums:** Upon hiring an entry level employee , the District shall assign a qualified Field Training Officer (FTO) to the new employee for a period of

forty (40) shifts or as determined necessary by the District. The hourly wage rate for the FTO will be increased by 5% over his/her base wage rate for all hours worked during any work cycle in which FTO duties are performed, irrespective of whether the FTO performs training duties for the entire work cycle.

Further, an Intern FTO Incentive of 1% will be added to the Officer leading the daily training and evaluation of Chemeketa Community College fire suppression students to compensate for the additional workload of represented employees.

- M. **Acting in Capacity Premiums:** Any fire protection employee assigned to a higher classification of work during a FLSA work cycle shall receive AIC pay. For each (24) twenty-four hour shift, the employee shall be compensated an additional 1.0% per bump over his/her base wage rate for all the hours worked during that work cycle, provided he/she works at least a 24-hour shift in the higher classification during that work cycle for a maximum of 8%. In the event of a second bump to a higher classification, the employee will be compensated an additional 1%. In no case will an employee bump more than two grades or above 2% per 24 hour shift or 16% per FLSA cycle. All out-of-class assignments must be approved by the Operations Chief.
- N. **Temporary Promotion Assignments:** In the event the Operations Chief declares a temporary assignment for an employee to fill a vacant position, the employee assigned shall receive the step 1 wage rate for the higher classification.

ARTICLE 10 INSURANCE AND RETIREMENT BENEFITS

- A. The District agrees to provide Health Insurance, Dental Insurance, Orthodontia and HRA/VEBA as described below to all bargaining unit employees.

Such health care coverage includes:

Option #1:

\$20 office visit, \$500 individual/\$1500 family deductible, 20% surgery/hospital/other services, \$2500 individual/\$7500 family out-of-pocket maximums. \$10 generic Rx, \$30 formulary Rx, \$50 non-formulary Rx, alternative care, \$20 office visit/\$1500 maximum, 100% UCR \$200/2 year maximum vision over age 18.

Option #2:

\$20 office visit, \$1000 individual/\$3000 family deductible, 20% surgery/hospital/other services, \$2500 individual/\$7500 family out-of-pocket maximums. \$10 generic Rx, \$30 formulary Rx, \$50 non-formulary Rx, alternative care, \$20 office visit/\$1500 maximum, 100% UCR \$200/2 year maximum vision over age 18.

Premium cost for the Health Care Coverage will be shared 93% contribution by the Employer and 7% contribution by the employee. Employee contributions will be deducted from employee paychecks. Dental Insurance will be paid 100% by the Employer. Orthodontia Coverage will be paid 100% by the Employees. The actual Premium rates will be broken down by Employer and Employee portions and reflected in Appendix B which will be updated upon each renewal period.

Monthly deposits by the District into employee's HRA/VEBA accounts will be based on the option selected by the employee and are as follows:

Option #1 - \$500 deductible:

<u>EE Only</u>	<u>EE/Spouse</u>	<u>EE/Spouse/Children</u>	<u>EE/Children</u>
\$90	\$180	\$270	\$180

Option #2 - \$1000 deductible:

<u>EE Only</u>	<u>EE/Spouse</u>	<u>EE/Spouse/Children</u>	<u>EE/Children</u>
\$180	\$270	\$405	\$270

Employees covered by other plans may “opt-out” of the District insurance plan, and will be compensated at the amount equal to a single person premium to do so.

- B. **Change in Benefits:** In the event that the District desires to change insurance benefits, it agrees to notify the Association and bargain pursuant to PECBA.

- C. **Conditions for Continued Coverage:** The District will continue to pay its portion of the premium to ensure continued insurance coverage for full-time employees covered by this Agreement, as long as such employees are actively employed or on paid leaves of absence or as otherwise required under the federal Family Medical Leave Act. Employees on unpaid leave status may exercise their right to receive continued coverage through self-payment of the premium, pursuant to COBRA. Such employees must make their own arrangements with the District's Payroll Department to continue insurance benefits at their own expense, subject to the contract terms and conditions between the District and the insurance carriers.
- D. **Life Insurance:** The District agrees to provide a 24-hour, seven days a week life insurance coverage, in the amount of no less than thirty thousand dollars (\$30,000) for the employee at no cost to the employee. This insurance must also meet requirements for ORS 243.025 mandatory coverage for firefighters.
- E. **Disability Insurance:** The District agrees to provide a disability insurance policy which provides benefits no less than the Standard Insurance policy currently in effect at no cost to eligible employees.
- F. **Retirement:** The District agrees to continue to be a member of the Oregon Public Service Retirement Plan (OPSRP) (Formerly Public Employees Retirement System). The District also agrees to pay the employee's portion of this retirement program.

Employees who notify the District in writing of their intent to retire within five (5) years will be permitted to increase the maximum amount of vacation pay they are permitted to accrue beyond the caps set forth in Article 8, Section A as follows:

1. Employees assigned to 56-hour shifts will be permitted to increase their vacation accrual cap by an additional 480 hours; and
2. Employees assigned to 42-hour shifts will be permitted to increase their vacation accrual cap by an additional 360 hours; and
3. Employees assigned to 40 or 45 hour workweeks will be permitted to increase their vacation accrual cap by an additional 414 hours.

The employee may only bank additional hours if they are capped out in the normal vacation leave bank. If the employee extends the retirement date within the 5 years prior to retirement, s/he shall forfeit only those additional hours above the regular caps designated in Article 8, Section A.

- G. The District and the Association agree that physical fitness is a priority for all firefighting personnel. If the District develops a physical fitness standard and physical fitness program at some time in the future, the District will notify the Association prior to implementation or modification of an implemented policy, as required by PECBA and Article 18.

ARTICLE 11 WORKERS' COMPENSATION

All employees in the bargaining unit shall be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received and illnesses suffered during the course of employment with the District. When an employee is absent from work due to an on-the-job injury or on-the-job illness, the District will make up the differential between an employee's base wages through the payment of sick leave in accordance with Article 6 of this Agreement. In the event an employee who suffers an on-the-job injury or on-the-job illness becomes medically stationary and is no longer eligible for workers' compensation time loss benefits, that employee is eligible to LTD benefits in accordance with the District's LTD policy.

ARTICLE 12 UNIFORMS

- A. The District shall continue to make provision for the safety and health of its employees during the hours of their employment. The District will provide wearing apparel and other devices deemed necessary to properly protect employees from injury. Any modification or discontinuation in providing protective devices and wearing apparel as forth in policy requires notification to the Association thirty (30) days in advance.

The District will be responsible for the replacement and repair of any uniform items and protective devices, unless the item or device is lost or damaged due to the employee's neglect.

If an employee loses or damages any item through neglect, he/she will be required to purchase a replacement item through the District. The District has the authority to determine if, and when, replacement of any item is required.

If an employee has purchased any additional uniform items, he/she will not be required to turn in such items.

New employees will be issued all house uniforms and related items prior to being placed on shift.

- B. The District shall provide a reimbursement allowance of up to one hundred thirty-five dollars (\$135.00) per fiscal year to employees for the purchase or repair of one pair of approved boots or shoes. All such boots or shoes shall be of the type approved by the District for use as uniform footwear.
1. An employee may roll forward one year's reimbursement to a maximum of two hundred and seventy dollars (\$270.00) for the purchase of unique or special footwear.

- C. The District shall repair or replace any personal item damaged, lost or broken during job-related functions. Such repair or replacement shall be reimbursed up to two hundred dollars (\$200). Requests for reimbursements must be submitted to and approved by the Fire Chief before issuance. Items subject to replacement or repair requests may include hearing aids, glasses/contact lens, prosthetic devices and other items at the discretion of the Fire Chief.
- D. The District shall reimburse the employee for dry cleaning of dress (Class A only) uniform shirt, jacket and trousers at the discretion of the Chief.

ARTICLE 13

APPOINTMENT, PROMOTION, TENURE, SEPARATION

- A. The Association recognizes and acknowledges the requirements imposed on the District by ORS 242.702 to ORS 242.824 and stipulates that the procedures established by the District Civil Service Commission pertaining to the appointment, promotion, and other matters relating to employee selection and tenure shall govern such actions relating to those Association members covered by Civil Service, except as specifically modified by this Agreement.
- B. Any dispute arising out of the application of the Civil Service Rules shall be subject to the grievance procedures as contained in this Agreement.
- C. **Seniority:** Seniority shall be defined as an employee's length of continuous service with the District beginning with his/her last date of hire. If individuals have the same hire date, the one with the higher score on the candidate list shall have higher seniority. Time in service as a volunteer, student, or intern shall not be counted toward seniority.

As used in the Agreement, "continuous service" includes all authorized leaves of absence, but does not include any period between an employee's layoff and recall. In the event of layoff and recall, the employee's seniority date shall be adjusted to reflect a total length of service, which does not include time spent on layoff status.

- D. **Layoffs:** In the event of a layoff bargaining unit employees will be laid off in inverse order of seniority within job classification. Probationary employees within the job classification(s) affected by the layoff will be the first laid off.

In the event a regular, non-probationary employee must be laid off, the least senior employee within the job classification, who would otherwise be laid off, may bump a less senior employee in another job classification, subject to the following conditions:

1. He/she must be a full-time employee who has worked in the position he/she is seeking to bump into for at least twelve (12) months.

2. His/her performance at the conclusion of their time occupying that classification was satisfactory as determined by their performance review on file; and
3. They have current minimum qualifications for the position.

Bumping rights must be exercised with written notice of the intent to bump submitted to the District's Personnel Officer within ten (10) calendar days of receipt of notice of layoff. If this bump occurs, the least senior employee in that job classification may exercise bumping rights or be laid off, consistent with this Section.

E. **Recalls:** Laid off employees will be recalled to employment within their job classification in inverse order of layoff, provided they have the required certification for the position and have been approved by the Physician Advisor, if applicable. No new employees may be hired in a job classification affected by the layoff during the period laid off employees within that job classification are entitled to recall rights until all such laid off employees have been given the opportunity to return to work in accordance with Section F. 3, below..

F. **Loss of Seniority:** An employee shall lose all seniority credits and employment shall be severed in the event of:

1. Voluntary resignation;
2. Discharge of regular employees for "just cause" and probationary employees (those employed 1-12 months) at the discretion of the District;
3. Failure to return from layoff within 10 calendar days following receipt of recall notice by certified mail or 14 calendar days after deposit of recall notice by certified mail, whichever occurs earlier. It is the employee's responsibility to provide a current address;
4. Continuous absence from work due to layoff for 2 years;
5. Failure to return to work following expiration of an authorized leave of absence;
or
6. Loss of reinstatement or reemployment rights pursuant to Oregon Law governing injured workers.

G. **Promotions:** Points used in the scoring of examinations will be announced prior to assessment.

Seniority will be considered a factor in determining promotional eligibility and in promotional examination for bargaining unit positions as follows: One-half percent (.5%) of the total points available will be granted for each full year of service after completion

of five (5) years of service, up to a maximum of 3% of total points available. These points will be added to the final point total at the end of the testing process.

- H. **Probationary Periods:** New employees hired into the bargaining unit shall serve a probationary period of twelve (12) months. During this probationary period, employees may be disciplined or discharged at the discretion of the District.

Additionally, when an employee is promoted to a higher classification, that employee shall serve a probationary period of twelve (12) months in the new classification. Employees who are serving a probationary period in a promoted position will be disciplined only for just cause. As a limited exception, the District may remove a probationary employee from the promoted position at any time during the probationary period if the District, in its sole discretion, determines the employee is not performing the duties of the promoted position. In such an event, the employee will be given written notice of the reasons for that decision and shall have the right to return to his/her former position.

ARTICLE 14 GENERAL PROVISIONS

A. **No Discrimination:**

1. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, national origin, religion, disability, Association membership, political affiliation, or any other status protected by applicable law. The Association and the District shall equally share the responsibility for the application of this provision.
2. All references to employees in the Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.
3. The District and the Association agree not to interfere with the rights of the employees to become members or to refrain from becoming members of the Association and there shall be no discrimination, interference, restraint, or coercion by the District or the Association or any employee of the District against any employee because of Association membership or non-membership. All Association activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the District's operations in serving and carrying out its responsibility to the public. There shall be no soliciting of employees for Association membership during working hours when such soliciting would interfere with the performance of an employee's duties.

- B. **Education:** The District shall, upon approval of the Training Officer, pay for expenses to include instructional fees, lodging, meals, travel, tuition and books for education and training that follows the career ladder of the employee. Requests for education shall be evaluated on a case-by-case basis by administration. Employees earn a minimum grade of less than “C” or 70% or will be required to reimburse the District for the cost of the class. In the event an employee elects to pay a required reimbursement through payroll deduction, the reimbursement must be voluntarily authorized in writing on a form available through payroll.

All books and instructional manuals paid for by the District shall remain the property of the District and must be returned after education courses are completed.

- C. **Legal Defense:** The District shall provide a defense for any officer or employee who is a defendant in a civil action in accordance with ORS 30.282, 30.285, and 30.287. Any employee who receives a subpoena or a request for the production of information or records involving work-related matters is required to immediately notify the Personnel Officer and provide the Personnel Officer with a copy of the subpoena or request.
- D. **Strikes and Slowdowns:** The Association and its members agree that they will not sanction or participate in any slowdown, walkout, refusal to report to work, interruption of work, picketing, or other work stoppage affecting the District.

It is understood and agreed that the above prohibition is directed to prohibit the employee’s activities which interrupt or interfere with the District’s ability to effectively and efficiently serve the public. The prohibition is not intended to apply to sympathy strike activities during non-working or off-duty time which do not involve such work stoppages, slowdowns or interruptions of District operations or functions.

- E. **Bulletin Boards:** The District agrees to authorize the use of bulletin board space, consistent with existing practices, in convenient places to be used by the Association in communicating with employees.

The Association shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Association. Such posting shall not be of a public political nature.

- F. **Meetings:** Meetings between the District and the Association may be held, if practical, during regular working hours on the premises of the District and without loss of pay to authorized participating employees. Except as provided in Article 20, the number of participating employees representing the Association, exclusive of any aggrieved employee, shall be limited to two (2) without loss of pay.

ARTICLE 15 SETTLEMENT OF DISPUTES

- A. The purpose of this procedure is to provide for an orderly resolution of any dispute which may arise between the parties with regard to the application, meaning or interpretation of this Agreement.
- B. Questions as to grievability or arbitrability shall be raised by the District as part of its response to a grievance and by the parties immediately with the arbitrator in the same proceeding as the arbitration of the grievance on the merits.
- C. The parties recognize that settlement of the underlying grievance is of paramount importance and that the procedural requirements set forth in this grievance procedure are only to be instructive to the parties as to their respective responsibilities. No time limit can be asserted so as to dispose of a grievance unless the party asserting that the lack of timeliness serves on the other party a “Notice of Intent to Invoke the Time Limit”. The time limit will expire three (3) days after the “Notice of intent...” but no less than the time stipulated in the contract.
- D. Resolution of grievances shall be attempted through the following procedure:

Step 1: The employee or the Association shall, within fifteen (15) days of the date of an incident which giving rise to a grievance or fifteen (15) days of the date when they can reasonably be expected to have knowledge thereof, report the matter to the employee’s immediate supervisor. The immediate supervisor shall, within fifteen (15) days of receiving the matter report his findings to the employee. If the immediate supervisor does not resolve the issue, the employee may file a formal grievance within six (6) days of his/her receipt of the findings.

If a formal grievance is filed, it must be filed with the employee’s immediate supervisor on a grievance form-and must contain the following information:

- 1. The name and position of the employee/s on whose behalf the grievance is brought.
- 2. The date of the circumstances giving rise to the grievance and the date of the employee’s first knowledge thereof, if later.
- 3. A clear and concise statement of the grievance, including the relevant facts necessary to obtain a full and objective understanding of the employee’s position.
- 4. The specific provision or provisions of this Agreement alleged to have been violated.

5. The remedy or relief sought by the employee/s.
6. The signature of the person submitting the grievance, and such person's name and position, if other than the aggrieved employee.

Within six (6) days after receipt of such grievance form, the immediate supervisor shall initial it, indicating that he/she has reviewed the circumstances and discussed it with the grievant. The immediate supervisor shall submit a written statement of his/her response to the grievance to the shop steward.

Step 2: If the immediate supervisor's response does not resolve the grievance, the grievant or Association may, within fifteen (15) days, forward the grievance to the Personnel Officer. The Personnel Officer shall, within fifteen (15) days, attempt to resolve the dispute. The Personnel Officer may request an interview with the grievant and/or Association representative. If the grievance remains unresolved after the fifteen (15) day period, it shall be forwarded to the Fire Chief by the Personnel Officer, along with a written report of the findings on the matter.

Step 3: The Fire Chief shall review the facts of the matter and attempt to resolve the matter within fifteen (15) days. The Fire Chief shall make a written report of his findings which shall become part of the record.

Step 4: If the grievance still remains unresolved following the Fire Chief's report, the grievance may be submitted to arbitration as set forth in Section E. 1 below, the Association shall, within fifteen (15) days of the date the grievant receives the Fire Chief's report, notify the District in writing of its intent to request arbitration.

- E. The Association shall, within fifteen (15) days of the date the grievant receives the Fire Chief's report, notify the District in writing of the intent to proceed to arbitration. The arbitration proceedings shall be conducted by an arbitrator selected by the District and the Association from a list which shall be requested from the State Employment Relations Board by the party requesting arbitration. The requested list shall have the names of five (5) Oregon and Washington arbitrators. Both the District and the Association shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name. Alternative striking will continue until a single arbitrator remains. That person shall be the arbitrator for the proceeding. The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the hearing. The authority of the arbitrator shall be limited to interpreting the terms of this Agreement and determining whether those terms have been violated. The arbitrator shall be without authority to add to or delete from the terms of the Agreement. The arbitrator will also have the power to resolve only those grievances submitted to him/her by the parties. The decision of the arbitrator shall be binding on both parties and shall be the exclusive remedy for violations of the Agreement. The grievant shall have no right to submit the issue(s) raised in the arbitration to the Civil Service Commission. The costs of the arbitration shall be borne

equally by both parties; however, each party shall be responsible for the costs of presenting its own case.

- F. All references to “days” in this Article shall mean calendar days. Any and all time limits specified in the grievance procedure may be waived by mutual consent of the parties. In the absence of mutual consent, failure to submit or process the grievance in accordance with the time limitations set forth above shall constitute a waiver of the right to proceed to the next step in the process, provided the party seeking to assert waiver has notified the other party of its intent to invoke the time limit, as set forth in Section C, above.
- G. The District recognizes that the settlement of disputes may involve and require the production of records as required under PECBA. In accordance with PECBA, these requests must be reasonably necessary to allow meaningful bargaining in the context of contract negotiations, or of probable or potential relevance to a contractual matter in the context of a grievance or contract administration. In responding to and fulfilling such requests, the District will adhere to Oregon Public Records Law (specifically ORS 192.440) as it relates to the inspection and copying of non-exempt public records, including the right to establish and impose fees reasonably calculated to reimburse the public body for the public body’s actual cost of making public records available. Per District policy, requests exceeding \$25 will be estimated, itemized and submitted to the requestor for approval prior to proceeding.

ARTICLE 16 HEALTH AND SAFETY

- A. The District shall continue to make provisions for the safety and health of its employees during the hours of their employment.

The District will provide wearing apparel and other devices deemed necessary to properly protect employees from injury. Any modification or discontinuation in providing protective devices and wearing apparel, as set forth in District policy requires notification to the Association thirty (30) days in advance.

The District will be responsible for the replacement and repair of all uniform items and protective devices, unless the item or device is lost or damaged due to the employee’s neglect.

If an employee loses or damages a uniform item through neglect, he/she 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.

When an employee transfers or terminates from a uniformed position, he/she is required to return all uniforms to the District.

If an employee has purchased any additional uniform items, he/she will not be required to return such items.

New employees will be issued all house uniforms and related items prior to being placed on shift.

- B. The Fire Chief may prescribe additional safety equipment if such equipment enhances the safety of the firefighter. Failure by an employee to follow District safety regulations or traffic laws or failure to use safety equipment provided by the District may be cause for disciplinary action as determined by the District.
- C. All employees are required to promptly notify the Fire Chief or the Personnel Officer of any unsafe materials, equipment or working conditions. It is essential that the District be made aware of anything that presents potential safety concerns.
- D. The District shall promulgate as a part of the Personnel Rules and General Order safety standards and practices to be adhered to by District personnel.
- E. Inasmuch as it is the District's responsibility to provide at least minimum recognized standards of safety to its personnel, the following are goals for manning the indicated apparatus:

- | | |
|-----------------|-------------|
| 1. Engines | 4 personnel |
| 2. Heavy Rescue | 2 personnel |
| 3. Ambulance | 2 personnel |

It is acknowledged that Engine 305 and Engine 315 will be staffed with a career Officer and career Engineer at all times (2), and further will have additional staffing to reach a goal of four firefighters whenever possible.

Command shall take staffing levels into consideration when assigning functions and assessing performance.

WELLNESS/FITNESS PROGRAM

The District and the Union recognize the value of a healthy, well and fit workforce. The parties will develop and implement a Wellness and Fitness Program consistent with the recommendations of the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative (WFI). The District will implement a wellness/fitness program for each fire fighter to obtain a level of wellness/fitness consistent with the duties he or she may be called to perform. The wellness/fitness program shall be a positive program and not punitive in design; allow for age and position in the District; allow for on-duty time participation utilizing facilities provided or arranged by the District; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

To achieve such a program a Labor-Management Wellness/Fitness Committee shall be formed within ninety days of the signing of this contract. The committee will consist of three representatives of Management of the District, three representatives of IAFF Local 2557, the District designated physician (non-voting) and any outside medical, physiological and wellness consultant(s) (non-voting) mutually

chosen by both parties may be used. A volunteer from the District may participate in a non-voting capacity as well.

The Labor/Management Wellness/Fitness Committee shall be responsible for four primary areas:

- *Implementation of the WFI Program:* Reviewing this Initiative and fully adapting the components to the District.
- *Statistics and Health:* Developing statistics on experience with lost time and costs due to disease and injury so as to demonstrate how the implementation of the WFI program will avoid or reduce disease and injury; and be cost effective.
- *Wellness/Fitness Program:* Developing program objectives; developing the program and related activities (e.g. peer fitness trainers (including certification), workshops, smoking cessation and weight control programs); preparing budget.
- *Executive and Marketing Functions:* Identifying specific objections to the program, developing answers or procedures to overcome the objections, enlisting the help of critical support groups and individuals; investigating legal implications of the wellness/fitness program; establishing policies and directives.

ARTICLE 17 SAVINGS CLAUSE

- A. Should any article, section, or portion of this Agreement be held un-enforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated section or portion thereof.
- B. **Funding:** The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually through established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The District has no intention of reducing the wages and benefits specified in this Agreement because of budgetary limitations. If the District's funding is such that it cannot fund the wages and benefits agreed to in this contract, it will immediately notify the Association and commence bargaining for a new economic benefit. The District agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget requests pursuant to established budget procedures.

ARTICLE 18 EXISTING PRACTICES

All existing practices relating to mandatory subjects of bargaining which are not specifically mentioned in this Agreement cannot be changed except as set forth below.

In the event the District desires to make substantive changes in existing conditions of employment which constitute mandatory subjects of bargaining, the District agrees to notify the Association of the desired changes in writing and satisfy its bargaining obligations prior to implementing such changes, consistent with ORS 243.698.

ARTICLE 19 PRODUCTIVITY GOALS

The parties recognize the District's responsibility to establish and periodically review and revise performance norms and standards. The parties will confer during the term of this Agreement with the goal of increasing the efficiency and productivity of any classification in this unit. Prior to any formal performance norms and standards being adopted, the employer will confer with the Association. At the time of the adoption of revised performance norms and standards, the employer will notify the Association in writing.

ARTICLE 20 ASSOCIATION BUSINESS

- A. The Association's negotiating team, to be comprised of not more than three (3) employees, shall be permitted to attend negotiating meetings with District representatives without loss of pay relative to secure contract renewal or agreement in contract re-openers, to the extent that such meetings are scheduled during duty hours of the members so attending. Members of the Labor Management Team may, likewise, attend Labor Management Team meetings without loss in pay provided that such meetings are scheduled during their duty hours and do not cause the District to incur overtime. Attendance at such meetings is subject to operational needs.

- B. Persons who are official Association representatives may take a cumulative maximum of seventy-two (72) hours in time off without loss of pay per fiscal year while on Association business, such as leave of absence for the purpose of attending conventions, conferences or other labor relations educational programs which are central to the relationship between the parties and for investigating and processing complaints, disputes, and grievances. Time off for this purpose shall be granted, unless it would impair the normal operations of the District. No more than two (2) employees shall be off for this purpose at any one time. Additional time off without pay or with the use of compensatory time or vacation pay may be provided at the discretion of the District, provided such time off does not interfere with operational needs or cause the District to incur overtime. Employees must designate time spent in such activities as "Association Leave" on their time sheets.

ARTICLE 21 JOB SECURITY

- A. The District recognizes that relief employees will not be used to fill vacancies. Accordingly, temporary employees will be used with the following stipulations in situations where a position needs to be filled on a temporary basis to cover for a bargaining unit employee.
1. When a vacancy opens, a temporary employee may fill the vacancy pending final selection, as per Civil Service requirements.
 2. Temporary employees may also be assigned to cover for bargaining unit employees who are absent due to medical leave, jury duty or for reasons that are temporary in nature, not to exceed 180 consecutive days per assignment.
 3. Employees may be given the opportunity to work up to 90 days past the official date of retirement at the entry level pay scale for the position vacated. The employee will only be compensated with hourly wage and will not receive any other benefits other than what is required by law. The 90 day period will count towards the 180 days for temporary employees. Any employee requesting this option shall submit a written request to the personnel officer at least 45 days prior to declared retirement date.
 4. Whenever possible, a probationary employee will not be assigned with a temporary hire on an ambulance.
 5. Temporary employees will not be used to avoid permanently filling vacancies.
 6. Single Role personnel are in one pool and can only fill Single Role Positions.
 7. Fourteen current Firefighter Engineers were reclassified to the rank of Firefighter. The reclassification model goal is for 12 firefighters through attrition based on seniority.
 8. The six current Firefighter Engineers with the most seniority will retain that classification.
 9. In the event that layoffs were necessary in the future, all firefighter personnel will have the ability to bump down to the positions of Lieutenant, Firefighter or Single Role EMT.
 10. In the event that vacancies exist, employees who had been reclassified to a position with a lower salary range will have the opportunity to bump up to the classification from which they were originally classified in order of seniority until the demotion list(s) is(are) exhausted. The demotion list will be used for promotion to originally held position as long as personnel remain demoted from original classification. It is understood that the District may require refresher training if it feels skills may have depleted during demotion.

ARTICLE 22 TERMINATION OF AGREEMENT

- A. This agreement shall be effective following ratification, July 1st, 2014. Therefore, all concessions and incentives, benefits, etc. as negotiated herein, shall be implemented on the first day of the next pay cycle, and shall remain in full force and effective until the 30th day of June 2016 or until a new contract is ratified by both parties and executed by signature by both parties.

The parties shall commence bargaining for a successor agreement no later than December 1, 2015.

All agreements reached or mandated through interest arbitration will be reduced to writing and incorporated into an updated and integrated Agreement.

ARTICLE 23 DRUG AND ALCOHOL

We as the Association agree with and support the Drug and Alcohol Policy set forth in this Agreement, with the understanding that any changes will be issued to the Association in writing for review before they are enacted and will be subject to negotiation, consistent with the PECBA.

This Appendix is hereby incorporated into the Agreement between Marion County Fire District #1 (District) and IAFF, Local #2557, effective on July 1, 2010.

The District and the Association 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 the Association have agreed that the following policy applies to all bargaining unit employees.

A. PROHIBITED CONDUCT

The following conduct is strictly prohibited:

1. Buying, selling, distributing, transporting, possessing, using, manufacturing, consuming or using illegal drugs, including marijuana, or alcohol while on District property, in District vehicles or equipment, on any site where work is being performed, including but not limited to emergency scene response areas and training sites. Employees will not be considered to be in violation of this policy for proper, lawful possession and distributing/dispensing of controlled substances as required to perform their job duties.
2. Reporting to work or returning to duty under the influence of alcohol. For the purpose of this policy, an employee will be considered to be "under the influence of alcohol" if his/her blood or breath tests .02% BAC or higher. The District may also consider other

evidence in determining whether an employee is "under the influence."

It is recognized that an employee may be called back to duty during normal off-duty hours. To ensure compliance with this Policy and safety standards, employees who have consumed alcoholic beverages within eight (8) hours of responding to the callback as well as employees who, for any reason, believe that responding to the callback would require them to return to duty "under the influence" are required to notify their supervisor upon being contacted for the callback and provide sufficient information to enable the supervisor to determine whether the employee should be excused from the callback. In such an event the employee waives his/her right to that work.

3. Reporting to work or returning to duty under the influence of drugs, including marijuana. An employee will be deemed to be "under the influence" of drugs and will be considered to have tested "positive," if the employee's urine test indicates a presence of drugs as set forth in Section F - Safeguards and Testing Protocol, below. The District may also consider other evidence in determining whether an employee is "under the influence."
4. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense. All drug and alcohol-related arrests, convictions and plea bargaining agreements must be promptly reported to the Personnel Officer.
5. Failing to comply with District directives regarding enforcement of this Policy, including but not limited to refusing to immediately submit to required testing; giving false, diluted or altered samples; giving invalid (synthetic) urine samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by rehabilitation counselors or by the District pursuant to this Policy.

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

B. MEDICAL MARIJUANA

In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the "prohibited conduct" listed above will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act. Employees who have been prescribed marijuana for the treatment of a medical condition may contact the Personnel Officer to discuss whether there are other available options besides on-duty or off-duty use of marijuana that would allow the employee to perform his/her essential duties and comply with this Policy.

C. NOTIFICATION OF MEDICAL LIMITATIONS

Employees are responsible for consulting with their physicians and carefully reviewing

medication warnings, including any warnings pertinent to the effects of use of a combination of medications. If a physician determines that an employee cannot safely perform his/her essential job duties, the employee must promptly disclose that information to the Personnel Officer. Medical verification of ability to safely perform job duties may be required before the employee is allowed to return to work. Failure to comply with these obligations may subject an employee to disciplinary action.

D. SEARCHES

The District reserves the right to conduct searches of District equipment, vehicles and facilities for any reason. The District may also search all personal items (packages, bags, back packs, etc.) brought onto District property when the District has a reasonable suspicion to believe alcohol and/or other non-criminal evidence of a violation of this Policy may be found in the item being searched. However, when the District believes that illegal drugs (including marijuana) will be found in the item being searched, the District will refer the matter to the Marion County Sheriff's Office. In addition, all District property is subject to general access by coworkers, supervisors and managers. This policy is not intended to restrict such access and employees should understand that they do not have any expectation of privacy in any District property, including desks and vehicles.

The employee and/or an Association representative will be given the opportunity to be present during all such searches, unless their presence would compromise or unduly delay the search.

E. TESTING

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

1. Reasonable Suspicion Testing - An employee may be required to immediately submit to blood, breathalyzer or urine testing whenever the District has a reasonable suspicion that the employee has reported to work or returned to duty under the influence of any alcohol or any controlled substances, including marijuana.

“Reasonable suspicion” will be based on articulated observations concerning the employee's physical appearance, unusual behavior, speech, breath, or other reliable indicators that would cause a reasonable person to believe that an employee has reported to work or returned to duty with alcohol or drugs in his/her system. Whenever the District determines it is practicable, reasonable suspicion will be established by the observations of two or more members of the command staff. 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 reliable indicators, be sufficient to support a reasonable suspicion for testing. Employees may, however, be asked to voluntarily consent to drug and/or alcohol testing following an accident or injury in order to eliminate questions or concerns about compliance.

2. Individualized Suspicionless Testing: The District may also require an employee who has requested assistance to address a drug and/or alcohol dependency or who has been placed on a "Rehabilitation and Return to Work Agreement" to undergo rehabilitation assistance to submit to individualized, suspicionless testing not to exceed twenty-four (24) months from the date of their return to work as a condition of continued employment.

Urinalysis testing will be conducted for all types of drug testing. Breathalyzer or blood testing will be conducted for all types of alcohol testing.

3. Urinalysis, breathalyzer, or blood testing will be performed in the event of a motor vehicle accident involving District apparatus when there is personal injury or property damage as a result.

F. TESTING SAFEGUARDS AND PROTOCOLS

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

All testing will be conducted at a laboratory certified by the DOT .

All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second confirmatory test from the same sample using GCMS or LCSM testing methodology and will be reviewed and confirmed by a Medical Review Officer (MRO) before the test result is reported as positive.

Test results will be reported to the Personnel Officer or his designee. Such results 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 must be reported and will be treated as hours worked for pay purposes.

The drug testing laboratories will be required to retain and store all confirmed positive specimens for a minimum of thirty (30) days from the date the employee receives notice of the positive test result. In the event the District is notified of a legal challenge within that time period, the laboratory will be required to preserve any specimens under legal challenge.

When the employee is being questioned regarding the conduct giving rise to a "reasonable

suspicion", he/she may request the presence of an Association representative. However, the test may not be unduly delayed in order to wait for a representative. In the event the District reasonably believes that a delay may affect test results, the District may proceed with the testing. The employee may, however, decline to answer questions related to reasonable suspicion for testing if no Association representative is present.

All employees who are required to undergo testing must provide the testing laboratory with photo identification and fully cooperate with all testing requirements imposed by the laboratory, including but not limited to resubmission to testing within specified time periods in the event of a diluted sample.

1. Rules Applicable to Reasonable Suspicion and Individualized Suspicionless Testing -All employees who are required to undergo reasonable suspicion or individualized suspicionless testing must:
 - a. Immediately submit to testing;
 - b. Refrain from transporting themselves to or from the designated testing site. A supervisor or management employee will provide transportation to and from the testing laboratory and arrange for the employee to be driven home;
 - c. Refrain from drinking liquids between the time of the notification that testing will be required and the time the testing is completed.

G. CONSEQUENCES OF TEST RESULTS

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 Personnel Officer and seeks assistance before being requested to submit to testing and before dependency problems result in unsatisfactory performance, attendance, violations of safety or violation of this Policy, that employee 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:

- a. Has been evaluated by a Substance Abuse Professional (SAP);
- b. If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and

- c. Has a verified negative drug or alcohol test (as applicable).

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

During the time an employee is off work undergoing rehabilitation an employee may draw their unused, accumulated sick leave, followed by vacation pay and other paid leave banks. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard 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. Similarly, employees who claim drug or alcohol dependencies caused substandard performance or other violations of safety or other standards after violating those standards are subject to appropriate disciplinary action, irrespective of such dependencies.

The District may, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth in a Last Chance Rehabilitation and Return to Work Agreement drafted by the District. 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 mitigate against discharge.

It is understood and agreed that the references to discipline and discharge set forth in this Policy and any Rehabilitation and Return to Work 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.

- H. The District agrees to indemnify, defend and hold the Association harmless from any and all claims filed against the Association which arise solely out of the District's acts, errors or omissions in the enforcement of tests and searches conducted pursuant to this Policy, provided, however, that the District shall have no such obligation with respect to claims for which the District would be immune if brought directly against the District; claims for which notice is not given within the time prescribed by ORS 31.275 and claims to the extent they exceed the limits established by law.

ARTICLE 24 DISCIPLINE

A. General Standards

No employee who has completed the probationary period shall be disciplined or discharged except for just cause.

If a supervisor has reason to discipline an employee, s/he shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

B. Progressive Discipline

The goals of progressive discipline are to correct behavior and produce efficient operations, rather than punish wrongdoers. Disciplinary actions or measures may include any of the following actions:

1. Verbal warning
2. Written warning/reprimand
3. Performance Improvement Commitment Plan in lieu of suspension, demotion or discharge
4. Suspension with loss of pay, not to exceed thirty (30) days in any twelve (12) months
5. Wage rate reduction, not to exceed 1 step in the classification for no longer than thirty (30) days
6. Demotion
7. Discharge

The concepts of progressive discipline apply to all employees who have satisfied their probationary period. The degree of disciplinary action taken will vary depending on the seriousness of the conduct in question. Normally, an employee shall receive a verbal and a written warning before he/she is subjected to any of the more serious forms of disciplinary action listed above.

Disciplinary action may be imposed upon any employee for failing to fulfill her/his responsibilities as an employee or meet other standards established by the District. Cause for disciplinary action may include violations of policies set forth in the Personnel Policy

Manual, as currently written or subsequently revised, as well as all standards set forth in this Agreement, including Appendix B – Drug and Alcohol Policy. The District agrees to provide the Association with written notice of intended revisions to such rules before they are enacted.

The District agrees to provide the Association with written notice of any proposed changes in such rules for review before they are enacted and agrees that such changes will be subject to negotiation, consistent with ORS 243.698.

Serious violations may be dealt with any of the above disciplinary measures on the first or subsequent offenses.

C. Just Cause

A probationary employee shall serve at the pleasure of the District. An employee having satisfactorily completed her/his probationary period shall not be reprimanded, demoted, suspended or discharged without just cause.

Upon request, any employee required to appear before an District representative to discuss matters for which disciplinary action is being contemplated shall be allowed to have an Association representative present at the discussion.

D. Disciplinary Records

If an employee receives a verbal or written warning, it shall be noted in the employee's personnel file. An employee shall receive a copy of any warning or reprimand, and it shall be made part of her/his personnel file. Verbal warnings shall be placed in the personnel file for a period not exceeding twelve (12) months and written warnings shall be placed in the personnel file for a period not exceeding twenty-four (24) months, provided no further violations or deficiencies occur during such periods.

If no further violations or deficiencies occur during the above times, the warning shall be removed from the personnel file.

Warnings and reprimands removed from an employee's personnel file will be placed in a confidential file maintained by the Personnel Officer. Such documents will not be used against the employee for the purpose of establishing progressive discipline, but may be used by the District in any arbitration, civil service or other legal proceedings for the purpose of establishing consistency of disciplinary action, lack of discrimination, the existence of mitigating or exacerbating circumstances and compliance with legal obligations.

E. Appeal

The employee has the right to appeal. The appeal process is accomplished through the established grievance procedure outlined in Article 15.

The parties signify their agreement to this Collective Bargaining Agreement, including Appendices A, B, and C by signing below:

FOR MARION COUNTY FIRE DISTRICT #1

Signature

Date

FOR IAFF, LOCAL 2557

Signature

Date

APPENDIX A WAGE SCHEDULE

All employees shall be paid on the basis of a single hourly rate of pay (the “regular rate”) during each work cycle or workweek. In the event an employee’s regular rate of pay changes, the change shall become effective on the first day of the following work cycle or workweek.

Effective July 1, 2014, full-time employees covered by the Agreement will be paid the following base hourly rates:

The following wage scale reflects a 3% increase in FY 2014-2015:

(SEE NEXT PAGE)

Operations Division

56Hr		Step 1	Step 2	Step 3	Step 4	Step 5
Single Role EMT-B	Monthly Hourly	\$3,008.12	\$3,196.13	\$3,384.14	\$3,572.14	\$3,760.15
Single Role EMT-I	Monthly Hourly	\$3,128.45	\$3,323.97	\$3,519.50	\$3,715.03	\$3,910.56
Single Role EMT-P	Monthly Hourly	\$3,218.69	\$3,419.86	\$3,621.03	\$3,822.19	\$4,023.36
FF EMT-B	Monthly Hourly	\$4,297.32 \$17.66	\$4,565.90 \$18.76	\$4,834.48 \$19.87	\$5,103.06 \$20.97	\$5,371.65 \$22.08
FF EMT-I	Monthly Hourly	\$4,469.21 \$18.37	\$4,748.53 \$19.51	\$5,027.86 \$20.66	\$5,307.19 \$21.81	\$5,586.51 \$22.96
FF EMT-P	Monthly Hourly	\$4,598.13 \$18.90	\$4,885.51 \$20.08	\$5,172.89 \$21.26	\$5,460.28 \$22.44	\$5,747.66 \$23.62
Engineer EMT-B	Monthly Hourly	\$5,460.27 \$22.44	\$5,747.66 \$23.62			
Engineer EMT-I	Monthly Hourly	\$5,678.69 \$23.34	\$5,977.56 \$24.57			
Engineer EMT-P	Monthly Hourly	\$5,842.49 \$24.01	\$6,149.99 \$25.27			
Lieutenant EMT-B	Monthly Hourly	\$6,149.99 \$25.27	\$6,334.49 \$26.03			
Lieutenant EMT-I	Monthly Hourly	\$6,395.99 \$26.28	\$6,587.87 \$27.07			
Lieutenant EMT-P	Monthly Hourly	\$6,580.49 \$27.04	\$6,777.91 \$27.85			
Captain EMT-B	Monthly Hourly	\$6,777.91 \$27.85	\$6,981.25 \$28.69			
Captain EMT-I	Monthly Hourly	\$6,913.47 \$28.41	\$7,120.87 \$29.26			
Captain EMT-P	Monthly Hourly	\$7,049.02 \$28.97	\$7,260.49 \$29.84			

Operations Division

42 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
Single Role EMT-B	Monthly Hourly	\$3,008.12	\$3,196.13	\$3,384.14	\$3,572.14	\$3,760.15
Single Role EMT-I	Monthly Hourly	\$3,128.45	\$3,323.97	\$3,519.50	\$3,715.03	\$3,910.56
Single Role EMT-P	Monthly Hourly	\$3,218.69	\$3,419.86	\$3,621.03	\$3,822.19	\$4,023.36
FF EMT-B	Monthly Hourly	\$4,297.32 \$23.55	\$4,565.90 \$25.02	\$4,834.48 \$26.49	\$5,103.06 \$27.96	\$5,371.65 \$29.43
FF EMT-I	Monthly Hourly	\$4,469.21 \$24.49	\$4,748.53 \$26.02	\$5,027.86 \$27.55	\$5,307.19 \$29.08	\$5,586.51 \$30.61
FF EMT-P	Monthly Hourly	\$4,598.13 \$25.20	\$4,885.51 \$26.77	\$5,172.89 \$28.34	\$5,460.28 \$29.92	\$5,747.66 \$31.49
Engineer EMT-B	Monthly Hourly	\$5,460.27 \$29.92	\$5,747.66 \$31.49			
Engineer EMT-I	Monthly Hourly	\$5,678.69 \$31.12	\$5,977.56 \$32.75			
Engineer EMT-P	Monthly Hourly	\$5,842.49 \$32.01	\$6,149.99 \$33.70			
Lieutenant EMT-B	Monthly Hourly	\$6,149.99 \$33.70	\$6,334.49 \$34.71			
Lieutenant EMT-I	Monthly Hourly	\$6,395.99 \$35.05	\$6,587.87 \$36.10			
Lieutenant EMT-P	Monthly Hourly	\$6,580.49 \$36.06	\$6,777.91 \$37.14			
Captain EMT-B	Monthly Hourly	\$6,777.91 \$37.14	\$6,981.25 \$38.25			
Captain EMT-I	Monthly Hourly	\$6,913.47 \$37.88	\$7,120.87 \$39.02			
Captain EMT-P	Monthly Hourly	\$7,049.02 \$38.62	\$7,260.49 \$39.78			

Operations Division

40 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
Single Role EMT-B	Monthly Hourly	\$3,008.12	\$3,196.13	\$3,384.14	\$3,572.14	\$3,760.15
Single Role EMT-I	Monthly Hourly	\$3,128.45	\$3,323.97	\$3,519.50	\$3,715.03	\$3,910.56
Single Role EMT-P	Monthly Hourly	\$3,218.69	\$3,419.86	\$3,621.03	\$3,822.19	\$4,023.36
FF EMT-B	Monthly Hourly	\$4,297.32 \$24.79	\$4,565.90 \$26.34	\$4,834.48 \$27.89	\$5,103.06 \$29.44	\$5,371.65 \$30.99
FF EMT-I	Monthly Hourly	\$4,469.21 \$25.78	\$4,748.53 \$27.40	\$5,027.86 \$29.01	\$5,307.19 \$30.62	\$5,586.51 \$32.23
FF EMT-P	Monthly Hourly	\$4,598.13 \$26.53	\$4,885.51 \$28.19	\$5,172.89 \$29.84	\$5,460.28 \$31.50	\$5,747.66 \$33.16
Engineer EMT-B	Monthly Hourly	\$5,460.27 \$31.50	\$5,747.66 \$33.16			
Engineer EMT-I	Monthly Hourly	\$5,678.69 \$32.76	\$5,977.56 \$34.49			
Engineer EMT-P	Monthly Hourly	\$5,842.49 \$33.71	\$6,149.99 \$35.48			
Lieutenant EMT-B	Monthly Hourly	\$6,149.99 \$35.48	\$6,334.49 \$36.55			
Lieutenant EMT-I	Monthly Hourly	\$6,395.99 \$36.90	\$6,587.87 \$38.01			
Lieutenant EMT-P	Monthly Hourly	\$6,580.49 \$37.96	\$6,777.91 \$39.10			
Captain EMT-B	Monthly Hourly	\$6,777.91 \$39.10	\$6,981.25 \$40.28			
Captain EMT-I	Monthly Hourly	\$6,913.47 \$39.89	\$7,120.87 \$41.08			
Captain EMT-P	Monthly Hourly	\$7,049.02 \$40.67	\$7,260.49 \$41.89			

Operations Division

45 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
Single Role EMT-B	Monthly Hourly	\$3,008.12	\$3,196.13	\$3,384.14	\$3,572.14	\$3,760.15
Single Role EMT-I	Monthly Hourly	\$3,128.45	\$3,323.97	\$3,519.50	\$3,715.03	\$3,910.56
Single Role EMT-P	Monthly Hourly	\$3,218.69	\$3,419.86	\$3,621.03	\$3,822.19	\$4,023.36
FF EMT-B	Monthly Hourly	\$4,297.32 \$22.04	\$4,565.90 \$23.41	\$4,834.48 \$24.79	\$5,103.06 \$26.17	\$5,371.65 \$27.55
FF EMT-I	Monthly Hourly	\$4,469.21 \$22.92	\$4,748.53 \$24.35	\$5,027.86 \$25.78	\$5,307.19 \$27.22	\$5,586.51 \$28.65
FF EMT-P	Monthly Hourly	\$4,598.13 \$23.58	\$4,885.51 \$25.05	\$5,172.89 \$26.53	\$5,460.28 \$28.00	\$5,747.66 \$29.48
Engineer EMT-B	Monthly Hourly	\$5,460.27 \$28.00	\$5,747.66 \$29.48			
Engineer EMT-I	Monthly Hourly	\$5,678.69 \$29.12	\$5,977.56 \$30.65			
Engineer EMT-P	Monthly Hourly	\$5,842.49 \$29.96	\$6,149.99 \$31.54			
Lieutenant EMT-B	Monthly Hourly	\$6,149.99 \$31.54	\$6,334.49 \$32.48			
Lieutenant EMT-I	Monthly Hourly	\$6,395.99 \$32.80	\$6,587.87 \$33.78			
Lieutenant EMT-P	Monthly Hourly	\$6,580.49 \$33.75	\$6,777.91 \$34.76			
Captain EMT-B	Monthly Hourly	\$6,777.91 \$34.76	\$6,981.25 \$35.80			
Captain EMT-I	Monthly Hourly	\$6,913.47 \$35.45	\$7,120.87 \$36.52			
Captain EMT-P	Monthly Hourly	\$7,049.02 \$36.15	\$7,260.49 \$37.23			

Training Division

40 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
ATO	Monthly	\$4,828.03	\$5,129.78	\$5,431.54	\$5,733.29	\$6,035.04
EMT-B	Hourly	\$27.85	\$29.59	\$31.34	\$33.08	\$34.82
ATO	Monthly	\$5,021.15	\$5,334.98	\$5,648.80	\$5,962.62	\$6,276.44
EMT-I	Hourly	\$28.97	\$30.78	\$32.59	\$34.40	\$36.21
ATO	Monthly	\$5,165.99	\$5,488.87	\$5,811.74	\$6,134.62	\$6,457.49
EMT-P	Hourly	\$29.80	\$31.67	\$33.53	\$35.39	\$37.25
Lieutenant	Monthly	\$6,457.49	\$6,651.22			
EMT-B	Hourly	\$37.25	\$38.37			
Lieutenant	Monthly	\$6,586.64	\$6,784.24			
EMT-I	Hourly	\$38.00	\$39.14			
Lieutenant	Monthly	\$6,715.79	\$6,917.27			
EMT-P	Hourly	\$38.75	\$39.91			
Captain	Monthly	\$7,118.74	\$7,332.30			
EMT-B	Hourly	\$39.91	\$41.10			
Captain	Monthly	\$7,261.12	\$7,478.95			
EMT-i	Hourly	\$40.71	\$41.93			
Captain	Monthly	\$7,403.49	\$7,625.59			
EMT-P	Hourly	\$41.50	\$42.75			

Training Division

45 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
ATO	Monthly	\$4,828.03	\$5,129.78	\$5,431.54	\$5,733.29	\$6,035.04
EMT-B	Hourly	\$24.76	\$26.31	\$27.85	\$29.40	\$30.95
ATO	Monthly	\$5,021.15	\$5,334.98	\$5,648.80	\$5,962.62	\$6,276.44
EMT-I	Hourly	\$25.75	\$27.36	\$28.97	\$30.58	\$32.19
ATO	Monthly	\$5,165.99	\$5,488.87	\$5,811.74	\$6,134.62	\$6,457.49
EMT-P	Hourly	\$26.49	\$28.15	\$29.80	\$31.46	\$33.12
Lieutenant	Monthly	\$6,457.49	\$6,651.22			
EMT-B	Hourly	\$33.12	\$34.11			
Lieutenant	Monthly	\$6,586.64	\$6,784.24			
EMT-I	Hourly	\$33.78	\$34.79			
Lieutenant	Monthly	\$6,715.79	\$6,917.27			
EMT-P	Hourly	\$34.44	\$35.47			
Captain	Monthly	\$7,118.74	\$7,332.30			
EMT-B	Hourly	\$36.51	\$37.60			
Captain	Monthly	\$7,261.12	\$7,478.95			
EMT-i	Hourly	\$37.24	\$38.35			
Captain	Monthly	\$7,403.49	\$7,625.59			
EMT-P	Hourly	\$37.97	\$39.11			

Fire Marshal Division

40 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
DFM	Monthly Hourly	\$5,057.94 \$29.18	\$5,374.06 \$31.00	\$5,690.18 \$32.83	\$6,006.30 \$34.65	\$6,322.42 \$36.48
Lt FM	Monthly Hourly	\$6,575.32 \$37.93	\$6,772.58 \$39.07			
Capt FM	Monthly Hourly	\$7,111.21 \$41.03	\$7,324.55 \$42.26			

Maintenance Division

40 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
Facilities EMT-B	Monthly Hourly	\$4,828.03 \$27.85	\$5,129.78 \$29.59	\$5,431.54 \$31.34	\$5,733.29 \$33.08	\$6,035.04 \$34.82
Facilities EMT-I	Monthly Hourly	\$5,021.15 \$28.97	\$5,334.98 \$30.78	\$5,648.80 \$32.59	\$5,962.62 \$34.40	\$6,276.44 \$36.21
Facilities EMT-P	Monthly Hourly	\$5,165.99 \$29.80	\$5,488.87 \$31.67	\$5,811.74 \$33.53	\$6,134.62 \$35.39	\$6,457.49 \$37.25

Step Increases:

Criteria for advancement: Employees hired after July 1, 2002 must meet the following criteria for advancement prior to receiving step increases:

- Step 2 - Complete probation.
- Step 3 - Instructor
- Step 4 -
- Step 5 - FF2

The District will provide either the training or tuition at Chemeketa Community College to enable an employee to satisfy the above requirements. It is the responsibility of the employee to determine his/her needs, register for the classes, complete and submit the required paperwork, regardless of work schedule.

Step increases will become effective the first day of the following work cycle or workweek.

APPENDIX B: Health Insurance Premiums

Effective: 06/01/2014 – 05/31/2015

DENTAL

	EO	ES	ESC	ECO
MONTHLY PREMIUM AMT	\$ 50.79	\$ 100.55	\$ 159.46	\$ 104.61
EMPLOYEE 0%	\$ -	\$ -	\$ -	\$ -
EMPLOYER 100%	\$ 50.79	\$ 100.55	\$ 159.46	\$ 104.61
ORTHO- 100% EMPLOYEE	\$ 1.08	\$ 2.16	\$ 11.16	\$ 10.08

MEDICAL OPTION #1 (\$500/\$1500)

	EO	ES	ESC	ECO
MONTHLY PREMIUM AMT	\$ 527.44	\$ 1,107.60	\$ 1,555.89	\$ 912.45
EMPLOYEE 7%	\$ 36.92	\$ 77.53	\$ 108.91	\$ 63.87
EMPLOYER 93%	\$ 490.52	\$ 1,030.07	\$ 1,446.98	\$ 848.58
HRA CONTRIBUTION 100% EMPLOYER	\$ 90.00	\$ 180.00	\$ 270.00	\$ 180.00

MEDICAL OPTION #2 (\$1000/\$3000)

	EO	ES	ESC	ECO
MONTHLY PREMIUM AMT	\$ 478.61	\$ 1,005.06	\$ 1,411.87	\$ 827.97
EMPLOYEE 7%	\$ 33.50	\$ 70.35	\$ 98.83	\$ 57.96
EMPLOYER 93%	\$ 445.11	\$ 934.71	\$ 1,313.04	\$ 770.01
HRA CONTRIBUTION 100% EMPLOYER	\$ 135.00	\$ 270.00	\$ 405.00	\$ 270.00

OPT OUT OPTION

Employees opting out per article 10 A will receive "Employee Only" amounts of either: \$527.44 in additional pay and \$90 into HRA VEBA or, \$478.61 in additional pay and \$135 into HRA VEBA.

APPENDIX C: Existing Suspended Wages

In accordance with previous MOU's regarding suspended wages, Lt. Bjorklund and DFM Mendez's wages will remain frozen as per current PAF until such time as Appendix A is equal to or surpasses the suspended wage, at which time this Appendix will expire.