

AGREEMENT

between

MARION COUNTY FIRE DISTRICT #1

and

**MARION COUNTY PROFESSIONAL FIRE
FIGHTERS**

IAFF LOCAL 2557

July 1, 2021 to June 30, 2023

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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, prerogatives 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 prerogatives, 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
ASSOCIATION SECURITY
(Replaces previous Articles 3 & 4)

- A. The District will not interfere with or discriminate with respect to any term or condition of employment against any employee covered by this contract because of membership in the Association. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Any employee who is a member of the Association may authorize deductions of membership dues. The District and Association recognize that the Association is required to represent every employee covered by this Agreement, making each such employee a recipient of the Association's services. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or the Association because of their exercise of their rights. The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- B. The District & the Association will be responsible for maintaining records of Association membership and dues authorization for each member of the bargaining unit who joins the Association and will retain a dues authorization card for each Association member. The dues authorization card must be signed by the member and indicate that the member agrees to have the District withhold Association dues, initiation fees, and other amounts as authorized by the Association bylaws from the member's wages.
- C. The Association will provide the District with a report within (1) month of the hire date of a new bargaining unit employee that lists the Association membership status of all bargaining unit employees hired since the last report was provided. When an employee within the bargaining unit elects to join the Association, their first month's dues will be deducted from their first full month's paycheck. The Association and the District will also be provided with an updated membership card when there are changes to the membership status for existing bargaining unit members. The Association will inform the District of the dues amount and any other fees and assessments to be withheld from member paychecks. The District agrees to deduct the regular Association membership dues, fees and assessments, if any, from the wages of those employees who individually authorize such deductions, in writing to the Personnel Officer. The aggregate deductions of all Association members shall be remitted together with an itemized statement to the Treasurer of the Association by the 5th 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 and the Association in accordance with the terms of the L2557 membership card. Such deductions are made as a matter of convenience for the employee. Any dues deductions errors shall be corrected in the next pay period following notification of such error. The Association shall indemnify, defend, and hold the District harmless from all suits, actions, proceedings and claims against the District or persons acting on behalf of the District, for any relief sought, where liability arises from the application of this Article. In the event that any part of this Article shall be declared invalid or that all or any portion of the dues must be refunded to any employee, the Association and its members shall be solely responsible for such

reimbursement. In the event that any part of this Article shall be declared invalid the Association or the District may request to re-open this Article for negotiations.

- D. The District will notify the Association of all new hires in the bargaining unit no later than two (2) weeks after their date of hire furnishing the Association with the new employee's name, mailing address, telephone number and position for which they were hired. Deductions of Association Dues shall be suspended when a member is on Leave Without Pay and is not receiving any wages from the District from which to deduct these dues.

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 (5 8's) shall receive eight (8) hours holiday pay for each holiday. Employees who are assigned to forty (40) hour workweeks (4 10's) shall receive ten (10) 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)
- E. Veteran's Day Holiday for Veterans: The District allows an unpaid holiday day off on Veteran's Day for qualified veterans in Oregon. If you would like to take advantage of this benefit, you should submit your request for time off to your supervisor as far in advance as possible (generally at least 21 days in advance) and provide verification of your veteran's status. In cases where granting Veteran's Day off creates a significant economic or operational disruption or other undue hardship, qualified veterans are given the option to select, with management approval, an alternative unpaid day off following Veteran's Day as a replacement day.

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. Effective June 30, 2016, for PERS Tier 1 and Tier 2 members only, the District will take a snapshot of each employee's existing available sick leave balance, and will credit such amount to the Employee Sick Leave (ESL) bank on July 1, 2016. From July 1, 2016 forward, T1/T2 employees will accrue sick leave in two separate banks; one designated as Employee Sick Leave (ESL), to be used only for the employee's own injury or illness; and one designated as Family Sick Leave (FSL), to be used only for the injury/illness of an immediate family member as defined in this article.

C. Accrual of Sick Leave:

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

1. PERS Tier 1 and Tier 2 employees will have two leave banks;

<u>0-180 months of service:</u>	<u>181 + months of service</u>
ESL – 8 hours per month	ESL – 8 hours per month
FSL – 4 hours per month	FSL – 10 hours per month

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.

2. PERS OPSRP employees will have one Sick Leave bank with a single accrual rate:

All months of service: 15 hours per month

D. Use of Sick Leave:

All Sick Leave banks shall be utilized only for qualifying sick leave purposes as outlined in this CBA and P&P. Employees may not use FSL banks for their own injury/illness unless and until leave is needed and approved as qualifying OFLA/FMLA leave, in such case the FSL bank may be used after existing ESL, vacation and comp time banks have been exhausted.

Likewise, the ESL bank may not be utilized for family leave unless and until leave is needed and approved as qualifying OFLA/FMLA leave, in such case the ESL bank may be used after existing FSL, vacation and comp time banks have been exhausted.

E. Sick time does accrue to an employee:

1. For all regular "on duty" time.
2. While drawing full sick leave benefits

3. Continuously while on leave of absence with pay.
4. Continuously while on vacation.
5. From the first day of employment
6. Sick leave accruals will be prorated for actual hours worked when an employee is on WC/LTD/Light Duty

F. Sick time does not accrue to an employee:

1. For extra time worked (i.e. overtime, call-back).
2. While an employee is receiving full WC or LTD benefits, except for any hours worked in a Light Duty capacity while on WC or LTD. Any such hours are prorated for actual hours worked.
3. While on leave of absence without pay.
4. While on extended military leave. This does not apply to the annual two (2) week training requirement.
5. While laid off.
6. While suspended for disciplinary reasons.

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

1. When the employee's presence is needed to care for an ill or injured member of his or her immediate family.
2. 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.

3. 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.
4. Sick leave will be coordinated with long term disability (LTD) benefits and may be utilized only in accordance with the terms of the plan.
5. Other leave may be approved in accordance with state or federal law, including: FMLA (29 CFR Sec. 825.104), OFLA (ORS 659A.150), Domestic Violence Leave, etc.

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

Sick leave will be coordinated with long term disability (LTD) and worker's compensation benefits and may be utilized in accordance with the terms of the plan.

I. 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 worker's 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 worker's 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.

J. 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 may 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.

K. 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.

L. Compassionate Leave:

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

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

- M. Upon retirement or resignation, unused sick leave shall be reported to PERS as allowed by Statute and tier differential rules.

Tier 1/Tier 2 Sick Leave at Separation:

- N. Upon retirement of a Tier 1 or Tier 2 employee, T1/T2 employees will be eligible to utilize any remaining and unused hours in the FSL bank, up to the allowable cap of 1296, in the following manner:
1. 25% of the remaining balance will be cashed out in a lump sum payment to the employee, and;
 2. 50% of the remaining balance will be deposited into either the employees HRA Veba account, or Deferred Compensation account, as preferred by employee. Any deposits into HRA Veba and/or Deferred Compensation accounts will be made in accordance with those plan rules and limits.
- O. Upon non-retirement separation in good standing of a Tier 1 or Tier 2 employee who has three (3) or more years of service, T1/T2 employees will be eligible to receive 25% of the remaining balance in their FSL bank, up to 1000 hours, as a lump sum cash payment to the employee in accordance with their time of service as stated below:.

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

OPSRP Sick Leave at Separation:

- P. Upon retirement of an OPSRP employee, the employee will be eligible to utilize up to 1296 remaining and unused hours of their sick leave in the following manner:
1. 25% of the remaining balance will be cashed out in a lump sum payment to the employee, and;
 2. 50% of the remaining balance will be deposited into either the employees HRA Veba account, or Deferred Compensation account, as preferred by employee. Any deposits into HRA Veba and/or Deferred Compensation accounts will be made in accordance with those plan rules and limits.
- Q. Upon non-retirement separation in good standing of an OPSRP employee who has three (3) or more years of service, the employee will be eligible to receive 25% of the remaining and unused hours of their sick leave, up to 1000 hours, as a lump sum cash payment to the employee in accordance with their time of service as stated below:

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

R. 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 from their appropriate ESL or FSL to the corresponding leave bank of need.

The employee giving such time must have a minimum of 240 hours of total leave accumulated. Such donated leave shall remain in the bank for use by other employees who have exhausted all accumulated leave. To be eligible to apply for donated leave, an employee must have a serious illness or medical condition or be caring for an immediate family member with an illness or serious medical condition that requires a prolonged absence from work and must not be receiving or be eligible to receive long term disability or worker's compensation time loss benefits. Leave donated shall be posted to the appropriate leave bank in donee's time account. Hours of leave donated from employees will be converted into an hourly rate and then applied to the donee's account at their hourly rate. An employee seeking donated leave must make a formal written request to the Personnel Officer for approval and must satisfy the eligibility criteria.

S. Light Duty Assignments:

The District reserves the right to offer light duty assignments to employees who are injured both on and off-the-job as eligible under the adopted Policies & Procedures manual. 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 worker's 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. Should a shift employee require leave for more than 30 days, and an appropriate light duty position is available for that duration, the employee's hourly wage and accruals will be converted to that of a 40- hour employee for the duration of the light duty assignment. Wage and accruals shall be converted back upon completion of the assignment/loss of light duty availability or return to regular duty.

T. 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 firefighting shift employees covered by this Agreement shall be a 24-day cycle. Firefighting 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 and EMS employees assigned to a 40 hour per week schedule or a 42 hour per week schedule shall be paid overtime at the rate of time and one half their regular rate of pay for all hours worked over forty (40 hours in a workweek. Forty-five (45) 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. For the purpose of computing overtime, the workweek shall begin at 0700 on Monday and end at 0659 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. 56-hour 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-two (42) hour shift schedule consisting of twelve (12) hour shifts: Monday, Tuesday, Friday, Saturday, Sunday, followed by: Wednesday, Thursday the next week, on a continued rotation.
3. A forty (40) hour week schedule, (non-shift employees).
4. A forty-five (45) hour week schedule, including float employees assigned to such work schedules (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.

Accountability will be assigned by pools and not job classification.

C. Out-of-Shift Pay: Employees shall receive call-back pay at premium rates as follows:

1. Out-of-Shift 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 Out-of-Shift is required at least twelve (12) hours prior to the required reporting time, the two (2) hour minimum shall not apply

(e.g., prescheduled meetings, trainings, or other prescheduled attendance).

2. Out-of-Shift 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. Out-of-Shift 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 0.5 hours OT. Employees will document this as "Short Notice OT" in Crewsense.

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 scheduled hours and shall not be subject to call-back premiums.

Out-of-Shift 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.

D. 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.

E. 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.

F. Daylight Savings Time

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

ARTICLE 8 VACATION

A. Vacation is accrued on a monthly basis. The maximum cap equates to the following:

40/45 hour – 17 days year 1, then 18 days years 2+.

42/56 hour shift – 13 month accrual for year 1, then 12.5 month accrual for year 2+.

Combined holiday/vacation time for employees after their first year is increased by 4 hours for 56-hr employees; 2.49 hours for 45-hr; 3 hours for 42-hr, and 2.19 hours for 40-hr starting July 1st 2021. Probationary year accruals are increased by 3 hours for 56-hr employees; 1.87 hours for 45-hr; 2.25 hours for 42-hr, and 1.64 hours for 40-hr.

Effective July 1st 2022 vacation accruals will be again increased at these same rates.

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	14.22	242
2	13-24	15.74	283
3	25-36	16.75	301
4	37-48	17.68	318
5	49-60	18.73	337
6-10	61-120	19.7	354
11-15	121-180	21.73	391
16-20	181-240	23.66	425
21-23	241-276	24.67	444
24+	277+	25.60	460

Employees who are assigned to forty (40) hour work schedules (5 8's) shall have eight (8) hours of vacation leave deducted from their vacation accruals for each day of vacation. Employees who are assigned to forty (40) hour work schedules (4 10's) shall have (10) 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	16.17	275
2	13-24	17.89	322
3	25-36	19.04	342
4	37-48	20.09	362
5	49-60	21.29	383
6-10	61-120	22.39	403

11-15	121-180	24.69	444
16-20	181-240	26.89	484
21-23	241-276	27.99	504
24+	277+	29.04	522

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	19.5	254
2	13-24	21	262
3	25-36	21.75	272
4	37-48	22.5	281
5	49-60	23.25	290
6-9	61-108	24.75	309
10-14	109-168	27.75	347
15-19	169-228	30	375
20-23	229-276	31.5	394
24+	277+	33	412

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	26	338
2	13-24	28	350
3	25-36	29	363
4	37-48	30	375
5	49-60	31	388
6-9	61-108	33	413
10-14	109-168	37	463
15-19	169-228	40	500
20-23	229-276	42	525
24+	277+	44	550

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 Fire Chief or his designee.

- 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/comp at any one time. Each non-56 hour Single Role or Firefighter is allowed to be the third person off a total of forty-eight (48) hours each per fiscal year. The Single Role or Firefighter who submits his/her time off request third will be charged from their allotted forty-eight (48) hours of three 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 or his designee has the discretion to allow more than two (2) employees off at one time. Once the number of individuals represented by the Association within the Operations Division attains 16 individuals per day, the District will allow three (3) individuals to use vacation/comp at any one time.
- D. Upon termination or separation, provided the initial 12-month District probation has been completed, 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 to a 56-hour shift 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 with worktime records by the 1st of the month and will be paid on the next payday. An employee assigned to a 42-hour shift may request and be paid for up to a maximum of eighty-four (84) hours vacation time in a fiscal year, providing he/she has sufficient accumulation of vacation. Requests for vacation sell-back must be made in increments of twelve (12) hours. T1/T2 PERS members hired before July 1, 2019 may sell-back an additional 24 hours vacation time for 56-hour employees, or an additional 12 hours vacation for 42-hour employees, starting at 20 years of service.
 - a) **For Non-Single Role EMT-Paramedic shift personnel:** 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.
 - b) **For Single Role EMT/Paramedic shift personnel:** accrued vacation time will be sold back to the employee based on the following calculations due to them working a shift schedule but not FLSA Overtime exempt:

- Shift (56 hr) Single Role EMT/Paramedic:
Annual Wage (monthly x 12 per Appendix A) divided by 2080 hours = \$ hourly wage
- Shift (42 hr) Single Role EMT/Paramedic:
Annual Wage (monthly x 12 per Appendix A) divided by 2184 hours = \$ hourly wage

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, respectively) 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. T1/T2 PERS members hired before July 1, 2019 may sell-back an additional 20 hours vacation time for 40-hour employees, or an additional 22.5 hours vacation for 45-hour employees, starting at 20 years of service.

G. 1) Vacation time does accrue to an employee:

- For all regular "on duty" time.
- While drawing full sick leave benefits
- Continuously while on leave of absence with pay.
- Continuously while on vacation.
- From the first day of employment.
- Vacation leave accruals will be prorated for actual hours worked when an employee is on WC/LTD/Light Duty

2) Vacation time does not accrue to an employee:

- For extra time worked (i.e. overtime, call-back).
- While an employee is receiving full WC or LTD benefits, except for any hours worked in a Light Duty capacity while on WC or LTD. Any such hours are prorated for actual hours worked. While on leave of absence without pay.
- While on extended military leave. This does not apply to the annual two (2) week training requirement.
- While laid off.
- While suspended for disciplinary reasons.

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:

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 fifth calendar day following the last day of the month. In the event the fifth 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. 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 fifteen (15) calendar days into the pay period. The amount of the draw is limited to the net amount earned, up to one half of their regular base wages, as of the date of the draw. In the event a Draw Request form is timely submitted, the employee will be issued a draw check no later than the 20th of the month

D. Compensatory (Comp) Time:

1. Employees within the bargaining unit 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 below
 - Eligible 42-hour and 56-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, with a maximum cap of 108 hours, unless they have received written approval from the Fire Chief.
 - 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, with a maximum cap of 108 hours, unless they have received written approval from the Fire Chief.
 - 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, and

may accrue a maximum of 96 hours of comp time, unless they have received written approval from the Fire Chief.

An employee may cash out accrued comp time on a monthly basis. Requests for comp time cash out must be submitted to Payroll on the approved form by the 1st day of the month and will be paid on the regular payroll check. Accrued comp time hours will be sold back to the employee at the employee's regular rate of pay at the time of the cash out. An employee may exercise the option to have comp time cash out deposited into the 457b plan, in accordance with those plan provisions, each December payroll, provided the approved form is received by Payroll prior to November 30th. The employee is then responsible for submitting another approved form if they wish to change their contribution election following their year-end bulk contribution.

- E. 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. Accrued and unused comp time will be paid out at your regular rate of pay at the time of separation or your average regular rate of pay during your last 3 years of employment, whichever is higher.

F. Adjustments to Base Wage:

1. The wage rates for fiscal year 2021-2022 are represented in Appendix A.
2. Employees pick up their own 6% PERS contribution and the District has provided a 6% increase in wages in exchange for this PERS pickup.
3. Effective July 1, 2021, all classifications will not receive a COLA adjustment. Effective July 1, 2022, all classifications will be adjusted based on the 12/31/21 year to year change of CPI U West region, with a minimum of 1% and maximum of 2%. 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 County Fire District #1, McMinnville, Redmond Fire District and Woodburn Fire District.

- G. **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 two direct deposit accounts.

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

1. Float Appointment:

- Six float positions will be designated, 2 per shift
- Float appointments will be according to the District seniority list for Firefighter in addition to AIC Engineer qualification prior to appointment and maintenance as assigned as a float

Float Pay Premium:

- The hourly wage rate for employees designated as floats on the District roster will be 2.5% over his/her base wage rate.

2. Longevity Incentives: Bargaining unit employees shall receive longevity incentives as follows:

<u>Months of Service</u>	<u>Incentive</u>
120-179	1% of base wage
180-239	2% of base wage
240-300	3% of base wage
301 or more	4% 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.

I. **Deferred Compensation:** The District 457 (b) program is available for elective contributions. Employees will receive an employer match of \$100 per month so long as the employee also contributes \$100 per month into the plan. Employer match contributions will begin after the first \$500 of employee contributions into his/her plan.

J. **401(a) Contributions:** Employees will receive a total of 1% of wages into individual 401(a) programs.

K. **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 the affected FLSA periods. Assigned FTO duties include DOR's but excludes task book check offs and special drills. If an FTO is on leave, the replacement for the FTO will not

receive any additional compensation, but will not be required to perform a daily assessment or evaluation (DOR).

- L. **Acting in Capacity Premiums:** Eligible full-time employees who are approved as an AIC-Engineer shall be compensated an additional 4% over his/her base wage rate. Eligible full-time employees who are approved as an AIC-Captain shall be compensated an additional 6.5% over his/her base wage rate. Eligible full-time employees who are approved as an AIC-Battalion Chief shall be compensated an additional 8% over his/her base wage.
- M. **Temporary Promotion Assignments:** In the event the Operations Chief or designee declares a temporary assignment for an employee to fill a vacant position or extended leave, the employee assigned shall receive the step 1 wage rate for the classification that is filled, or the AIC rate for the position, depending on the employee's current step.

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.

Health Care Coverage listed in Appendix B. Monthly deposits by the District into employee's HRA/VEBA accounts are outlined in Appendix B.

Health Care, Dental and Orthodontia premiums will be paid 93% by the Employer and 7% by the Employee. In accordance with applicable law, insurance benefits will only be extended to lawfully recognized spouses and dependents of employees. Domestic Partners and their dependents are not eligible to receive such benefits.

Employees will be given the opportunity to “opt out” of health insurance coverage provided these conditions are met:

- 1) The Employee must be waiving Marion County Fire District 1 coverage for another qualified group coverage;
- 2) Verification must be provided showing all individuals enrolled in the other group coverage. This will be used to determine the appropriate defined contribution tier in Appendix B.

Once the above criteria have been verified the District will contribute 50% of the combined total HRA-VEBA and Insurance Premium (defined contribution) amount for the employees identified tier to the employee's HRA-VEBA Plan or other payment in compliance with law. In the event the employee loses coverage under the other group coverage plan, the employee is required to notify the district with in (10) days of loss of coverage.

- B. **Change in Benefits:** In the event that the either party desires to change insurance benefits, it agrees to notify the other party 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 PERS/OPSRP Retirement Plan. Beginning July 1, 2017, the employer will no longer pay the employee's portion (6%) of this retirement program; the employee will pay their own 6% portion.

The parties agree that PERS makes the final determination of retirement benefits. The Local and all of its members agree to indemnify and hold harmless the District for any decision of PERS that adversely affects the Local or its members.

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 they are permitted to accrue to 3 months of hours worked beyond the caps set forth in Article 8, Section A, to account for PERS processing of retirement as follows:

For all Employees:

1. Employees assigned to 56-hour shifts will be permitted to increase their vacation accrual cap to 720 hours;
2. Employees assigned to 42-hour shifts will be permitted to increase their vacation accrual cap to 546 hours;
3. Employees assigned to 40 or 45 hour workweeks will be permitted to increase their vacation accrual to 525 hours.

The employee may only bank additional hours if they are capped out in the normal vacation leave bank. An employee who has declared retirement within 5 years may receive a one-time extension of no more than 3 years beyond the originally declared retirement date. If the employee fails to retire on the declared or extended date s/he shall forfeit only those additional hours above the regular caps designated in Article 8, Section A.

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.

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

- B. 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.

- C. The District shall provide a reimbursement allowance of up to one hundred seventy-five dollars (\$175.00) per fiscal year to employees for the purchase or repair 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 three hundred and fifty dollars (\$350.00) for the purchase of unique or special footwear.

- D. 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. Note that personal cell phones are specifically excluded.

- E. The District shall reimburse the employee for dry cleaning of dress (Class A only) uniform shirt, jacket and trousers at the discretion of the Fire Chief or his designee.

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 Personnel Officer or designee 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.

N. **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. Seniority points will not count for the purpose of obtaining the minimum score.

G. **Probationary Periods:** New employees hired into the bargaining unit shall serve a probationary period of twelve (12) months, and must successfully complete the required benchmarks (taskbook, skills etc.) as established by the District for the position. 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.

As a limited exception, permanent employees who have been temporarily appointed to a higher classification, and who are then promoted to that classification within 90 days of the temp appt, may apply such time in the higher classification toward the 12-month probationary requirement.

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.

I. Job Security: (article move here from Article 21)

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 back for up to 1039 hours for Tier1/Tier2 PERS members, and 599 hours for OPSRP members past the official date of retirement at the entry level pay scale for the position vacated. The employee will only be compensated with hourly wage and will not receive any other benefits other than what is required by law or as otherwise outlined in this CBA. This period will count towards the 180 days for temporary employees. Any employee requesting this option shall submit a written request to the personnel officer at least 45 days prior to declared retirement date.
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. In the event that layoffs were necessary in the future, all eligible & certified firefighter personnel will have the ability to bump down to the positions of Lieutenant, Firefighter or Single Role.
7. 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 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, gender identity, 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 who earn a minimum grade of less than "C" or 70% 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.

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.

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. In all steps of the grievance process, the time period will begin when grievance is hand delivered to the appropriate party, or when emailed with acknowledgement of receipt.

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 Deputy Chief or designee. The Deputy Chief shall, within fifteen (15) days, attempt to resolve the dispute. The Deputy Chief 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 Deputy Chief, 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.
- 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 your immediate supervisor 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 minimums for staffing the indicated apparatus:
 - 1. Career Staffed Engines 3 personnel (E305, E315, E725 when staffed)
 - 2. Heavy Rescue 2 personnel
 - 3. Ambulances 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.

For the current MCFD1 Staffing Model, see Appendix C

All qualified career personnel will swing to staff Brush Rigs, Rescues or Tenders at the discretion of the Command staff.

Beginning January 1, 2019, the Minimum Qualifications for each position on E305, E315, and E725 when staffed with career personnel are as follows:

Officer- NFPA Officer I
Engineer- NFPA Apparatus Operator
1st Seat Firefighter- NFPA Firefighter I

Seniority within classifications will be used initially for offering an alternative work

schedule. Reverse seniority will be used when assigning alternative work schedules when no employee voluntarily accepts an alternative schedule.

To prevent unnecessary schedule changes, senior employees may bid for an alternative schedule upon the following: addition of a new employee within their classification; or mutual agreement among each employee changing schedule.

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

WELLNESS/FITNESS PROGRAM

The District and the Association 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.

The committee will consist of representative of management and representatives of IAFF Local 2557.

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.

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 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 make 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.
- C. **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 this article, the number of participating employees representing the Association, exclusive of any aggrieved employee, shall be limited to two (2) without loss of pay. Union meetings for and between on-duty union personnel must be limited to not more than 1.5 hours. Units will not be taken out of service or moved up to cover these meetings. Requests outside of these parameters shall be subject to approval of the Fire Chief or designee.
- D. **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.

ARTICLE 21

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.

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. MARIJUANA

Employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable use under federal law. Therefore, any on or off duty use of marijuana will be considered a violation of 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 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 22 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. The District has the discretion to use any of the seven steps as the first disciplinary action. 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. Wage rate reduction, not to exceed 1 step in the classification for no longer than thirty (30) calendar days
5. Suspension with loss of pay, not to exceed thirty (30) calendar days in any twelve (12) months
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.

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 a 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.

ARTICLE 23

TERMINATION OF AGREEMENT

- A. This agreement shall be effective following ratification, July 1st, 2021. 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 2023 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, 2022.

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

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

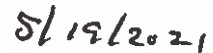


Date

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, 2021, full-time employees covered by the Agreement will be paid the following base hourly rates:

APPENDIX A Wage Schedule

7/1/21

56Hr		Step 1	Step 2	Step 3	Step 4	Step 5
Single Role	Monthly	\$3,807.83	\$4,045.82	\$4,283.81	\$4,521.80	\$4,759.79
EMT-B	Hourly	\$13.73	\$14.59	\$15.45	\$16.30	\$17.16
Single Role	Monthly	\$3,960.14	\$4,207.65	\$4,455.16	\$4,702.67	\$4,950.18
EMT-I	Hourly	\$14.28	\$15.17	\$16.06	\$16.96	\$17.85
Single Role	Monthly	\$4,074.38	\$4,329.03	\$4,583.68	\$4,838.32	\$5,092.97
EMT-P	Hourly	\$14.69	\$15.61	\$16.53	\$17.45	\$18.36
FF	Monthly	\$5,143.40	\$5,464.86	\$5,786.33	\$6,107.79	\$6,429.25
EMT-B	Hourly	\$21.14	\$22.46	\$23.78	\$25.10	\$26.42
FF	Monthly	\$5,349.14	\$5,683.46	\$6,017.78	\$6,352.10	\$6,686.42
EMT-I	Hourly	\$21.98	\$23.36	\$24.73	\$26.10	\$27.48
FF	Monthly	\$5,503.44	\$5,847.40	\$6,191.37	\$6,535.33	\$6,879.30
EMT-P	Hourly	\$22.62	\$24.03	\$25.44	\$26.86	\$28.27
Engineer	Monthly	\$6,573.67	\$6,895.90			
EMT-B	Hourly	\$27.02	\$28.34			
Engineer	Monthly	\$6,836.61	\$7,171.73			
EMT-I	Hourly	\$28.10	\$29.47			
Engineer	Monthly	\$7,033.82	\$7,378.61			
EMT-P	Hourly	\$28.91	\$30.32			
Captain	Monthly	\$7,766.92	\$7,999.93			
EMT-B	Hourly	\$31.92	\$32.88			
Captain	Monthly	\$7,922.26	\$8,159.93			
EMT-I	Hourly	\$32.56	\$33.53			
Captain	Monthly	\$8,077.60	\$8,319.93			
EMT-P	Hourly	\$33.20	\$34.19			

Operations Division

42 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
Single Role EMT-B	Monthly Hourly	\$3,807.83	\$4,045.82	\$4,283.81	\$4,521.80	\$4,759.79
Single Role EMT-I	Monthly Hourly	\$3,960.14	\$4,207.65	\$4,455.16	\$4,702.67	\$4,950.18
Single Role EMT-P	Monthly Hourly	\$4,074.38	\$4,329.03	\$4,583.68	\$4,838.32	\$5,092.97
FF EMT-B	Monthly Hourly	\$5,143.40 \$28.18	\$5,464.86 \$29.94	\$5,786.33 \$31.71	\$6,107.79 \$33.47	\$6,429.25 \$35.23
FF EMT-I	Monthly Hourly	\$5,349.14 \$29.31	\$5,683.46 \$31.14	\$6,017.78 \$32.97	\$6,352.10 \$34.81	\$6,686.42 \$36.64
FF EMT-P	Monthly Hourly	\$5,503.44 \$30.16	\$5,847.40 \$32.04	\$6,191.37 \$33.93	\$6,535.33 \$35.81	\$6,879.30 \$37.69
Engineer EMT-B	Monthly Hourly	\$6,573.67 \$36.02	\$6,895.90 \$37.79			
Engineer EMT-I	Monthly Hourly	\$6,836.61 \$37.46	\$7,171.73 \$39.30			
Engineer EMT-P	Monthly Hourly	\$7,033.82 \$38.54	\$7,378.61 \$40.43			
Captain EMT-B	Monthly Hourly	\$7,766.92 \$42.56	\$7,999.93 \$43.84			
Captain EMT-I	Monthly Hourly	\$7,922.26 \$43.41	\$8,159.93 \$44.71			
Captain EMT-P	Monthly Hourly	\$8,077.60 \$44.26	\$8,319.93 \$45.59			

40 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
Single Role EMT-B	Monthly Hourly	\$3,807.83	\$4,045.82	\$4,283.81	\$4,521.80	\$4,759.79
Single Role EMT-I	Monthly Hourly	\$3,960.14	\$4,207.65	\$4,455.16	\$4,702.67	\$4,950.18
Single Role EMT-P	Monthly Hourly	\$4,074.38	\$4,329.03	\$4,583.68	\$4,838.32	\$5,092.97
FF EMT-B	Monthly Hourly	\$5,143.40 \$29.67	\$5,464.86 \$31.53	\$5,786.33 \$33.38	\$6,107.79 \$35.24	\$6,429.25 \$37.09
FF EMT-I	Monthly Hourly	\$5,349.14 \$30.86	\$5,683.46 \$32.79	\$6,017.78 \$34.72	\$6,352.10 \$36.65	\$6,686.42 \$38.58
FF EMT-P	Monthly Hourly	\$5,503.44 \$31.75	\$5,847.40 \$33.74	\$6,191.37 \$35.72	\$6,535.33 \$37.70	\$6,879.30 \$39.69
Engineer EMT-B	Monthly Hourly	\$6,573.67 \$37.93	\$6,895.90 \$39.78			
Engineer EMT-I	Monthly Hourly	\$6,836.61 \$39.44	\$7,171.73 \$41.38			
Engineer EMT-P	Monthly Hourly	\$7,033.82 \$40.58	\$7,378.61 \$42.57			
Captain EMT-B	Monthly Hourly	\$7,766.92 \$44.81	\$7,999.93 \$46.15			
Captain EMT-I	Monthly Hourly	\$7,922.26 \$45.71	\$8,159.93 \$47.08			
Captain EMT-P	Monthly Hourly	\$8,077.60 \$46.60	\$8,319.93 \$48.00			

Operations Division

45 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
Single Role EMT-B	Monthly Hourly	\$3,807.83	\$4,045.82	\$4,283.81	\$4,521.80	\$4,759.79
Single Role EMT-I	Monthly Hourly	\$3,960.14	\$4,207.65	\$4,455.16	\$4,702.67	\$4,950.18
Single Role EMT-P	Monthly Hourly	\$4,074.38	\$4,329.03	\$4,583.68	\$4,838.32	\$5,092.97
FF EMT-B	Monthly Hourly	\$5,143.40 \$26.38	\$5,464.86 \$28.02	\$5,786.33 \$29.67	\$6,107.79 \$31.32	\$6,429.25 \$32.97
FF EMT-I	Monthly Hourly	\$5,349.14 \$27.43	\$5,683.46 \$29.15	\$6,017.78 \$30.86	\$6,352.10 \$32.57	\$6,686.42 \$34.29
FF EMT-P	Monthly Hourly	\$5,503.44 \$28.22	\$5,847.40 \$29.99	\$6,191.37 \$31.75	\$6,535.33 \$33.51	\$6,879.30 \$35.28
Engineer EMT-B	Monthly Hourly	\$6,573.67 \$33.71	\$6,895.90 \$35.36			
Engineer EMT-I	Monthly Hourly	\$6,836.61 \$35.06	\$7,171.73 \$36.78			
Engineer EMT-P	Monthly Hourly	\$7,033.82 \$36.07	\$7,378.61 \$37.84			
Captain EMT-B	Monthly Hourly	\$7,766.92 \$39.83	\$7,999.93 \$41.03			
Captain EMT-I	Monthly Hourly	\$7,922.26 \$40.63	\$8,159.93 \$41.85			
Captain EMT-P	Monthly Hourly	\$8,077.60 \$41.42	\$8,319.93 \$42.67			

Training Division			
40 Hr		Step 1	Step 2
Lieutenant EMT-B	Monthly	\$7,431.31	\$7,654.25
	Hourly	\$42.87	\$44.16
Lieutenant EMT-I	Monthly	\$7,728.56	\$7,960.42
	Hourly	\$44.59	\$45.93
Lieutenant EMT-P	Monthly	\$7,951.50	\$8,190.04
	Hourly	\$45.87	\$47.25
Captain EMT-B	Monthly	\$7,766.92	\$7,999.93
	Hourly	\$44.81	\$46.15
Captain EMT-i	Monthly	\$7,922.26	\$8,159.92
	Hourly	\$45.71	\$47.08
Captain EMT-P	Monthly	\$8,077.60	\$8,319.92
	Hourly	\$46.60	\$48.00

Training Division			
45 Hr		Step 1	Step 2
Lieutenant EMT-B	Monthly	\$7,431.31	\$7,654.25
	Hourly	\$38.11	\$39.25
Lieutenant EMT-I	Monthly	\$7,728.56	\$7,960.42
	Hourly	\$39.63	\$40.82
Lieutenant EMT-P	Monthly	\$7,951.50	\$8,190.04
	Hourly	\$40.78	\$42.00
Captain EMT-B	Monthly	\$7,766.92	\$7,999.93
	Hourly	\$39.83	\$41.03
Captain EMT-i	Monthly	\$7,922.26	\$8,159.92
	Hourly	\$40.63	\$41.85
Captain EMT-P	Monthly	\$8,077.60	\$8,319.92
	Hourly	\$41.42	\$42.67

Maintenace Division

40 Hr		Step 1	Step 2	Step 3	Step 4	Step 5
Facilities	Monthly	\$5,532.53	\$5,878.31	\$6,224.09	\$6,569.87	\$6,915.66
EMT-B	Hourly	\$31.92	\$33.91	\$35.91	\$37.90	\$39.90
Facilities	Monthly	\$5,753.83	\$6,113.44	\$6,473.05	\$6,832.67	\$7,192.28
EMT-I	Hourly	\$33.20	\$35.27	\$37.34	\$39.42	\$41.49
Facilities	Monthly	\$5,919.80	\$6,289.79	\$6,659.78	\$7,029.77	\$7,399.75
EMT-P	Hourly	\$34.15	\$36.29	\$38.42	\$40.56	\$42.69

Appendix B: Health Insurance Premiums

Marion County Fire Dist. No 1

Effective 07/01/21 - 06/30/22

	EO	ES	ESC	ECO
Renewal - OFCA (Regence) - Option 1				
Option 1 - \$20 OV, \$500/1500 Ded., 20% to \$2500/5000 OOP Max	\$649.43	\$1,363.81	\$1,915.79	\$1,123.53
Alternative Care \$2,000 Annual Maximum (Embedded in medical)	\$0.00	\$0.00	\$0.00	\$0.00
Rx - Option 2 \$10/30/50	\$108.30	\$227.44	\$319.52	\$187.39
Vision - \$20 OV, \$300 Max	\$15.88	\$33.33	\$46.80	\$27.42
93% Employer Paid	\$719.46	\$1510.86	\$2122.36	\$1244.66
7% Employee Paid	\$54.15	\$113.72	\$159.75	\$93.68
Dental Option 2 - \$25/75 Ded., 100/80/50, \$1500 Max	\$53.43	\$105.79	\$167.77	\$110.06
93% Employer Paid	\$49.69	\$98.38	\$156.03	\$102.36
7% Employee Paid	\$3.74	\$7.41	\$11.74	\$7.70
Orthodontia - 50% to a \$1500 lifetime max	\$1.12	\$2.24	\$11.57	\$10.45
93% Employer Paid	\$1.04	\$2.08	\$10.76	\$9.72
7% Employee Paid	\$0.08	\$0.16	\$0.81	\$0.73
Total Premium	828.16	1732.61	2461.45	1458.85
93% Employer Paid	\$770.19	\$1611.33	\$2289.15	\$1356.73
7% Employee Paid	\$57.97	\$121.28	\$172.30	\$102.12
HRA Veba Contribution - 100% Employer Paid	\$67.50	\$135.00	\$202.50	\$135.00

	EO	ES	ESC	ECO
Renewal - OFCA (Regence) - Option 2				
Option 2 - \$20 OV, \$1000/3000 Ded., 20% to \$4000/8000 OOP Max	\$577.70	\$1,213.17	\$1,704.21	\$999.41
Alternative Care \$2,000 Annual Maximum (Embedded in medical)	\$0.00	\$0.00	\$0.00	\$0.00
Rx - Option 2 \$10/30/50	\$108.30	\$227.44	\$319.52	\$187.39
Vision - \$20 OV, \$300 Max	\$15.88	\$33.33	\$46.80	\$27.42
93% Employer Paid	\$652.75	\$1370.76	\$1925.59	\$1129.22
7% Employee Paid	\$49.13	\$103.18	\$144.94	\$85.00
Dental Option 2 - \$25/75 Ded., 100/80/50, \$1500 Max	\$53.43	\$105.79	\$167.77	\$110.06
93% Employer Paid	\$49.69	\$98.38	\$156.03	\$102.36
7% Employee Paid	\$3.74	\$7.41	\$11.74	\$7.70
Orthodontia - 50% to a \$1500 lifetime max	\$1.12	\$2.24	\$11.57	\$10.45
93% Employer Paid	\$1.04	\$2.08	\$10.76	\$9.72
7% Employee Paid	\$0.08	\$0.16	\$0.81	\$0.73
Total Premium	\$756.43	\$1581.97	\$2249.87	\$1334.73
93% Employer Paid	\$703.48	\$1471.23	\$2092.38	\$1241.30
7% Employee Paid	\$52.95	\$110.74	\$157.49	\$93.43
HRA Veba Contribution - 100% Employer Paid	\$101.25	\$202.50	\$303.75	\$202.50

*Employees will be given the opportunity to "opt out" of health insurance coverage provided these conditions are met:

1) The Employee must be waiving Marion County Fire District 1 coverage for another qualified group coverage; AND

2) Verification must be provided showing all individuals enrolled in the other group coverage. This will be used to determine the appropriate defined contribution tier in Appendix B.

Once the above criteria have been verified the District will contribute 50% of the combined total HRA-VEBA and Insurance Premium (defined contribution) amount for the employees identified tier to the employee's HRA-VEBA Plan or other payment in compliance with law. In the event the employee loses coverage under the other group coverage plan, the employee is required to notify the district with in (10) days of loss of coverage.

	EO	ES	ESC	ECO
*2021 Opt Out Value to HRA	\$418.84	\$873.16	\$1245.82	\$745.87

APPENDIX C:
Minimum Staffing (*Moved from Article 16 [2021])

In recognition of safety standards mentioned in Article 16, Section E the Union agrees:
Union represented personnel staffing of apparatus shall include thirty (30) suppression FTE's, plus 1 FTE in Facilities, and 1 FTE in Training. It is acknowledged that minimum staffing will be 8 career FTEs on duty per day with full staffing being 10 FTEs per day.

When qualified volunteers or TODs are available, they will be placed as the firefighter on E305 or M33/E725 based on the current FTEs on duty that day, in accordance with the terms of this MOU. Volunteers or students will not be included in the calculation of minimum staffing of 8 Career FTEs. The 1 FTE in Facilities and 1 FTE in Training will not be counted in the daily minimum staffing of 8 career FTEs on duty per day. However, the District reserves the right to utilize these employees to fill appropriate spots on district apparatus, when available to do so.

When staffing drops below 8 career personnel, callback of qualified career personnel shall be authorized to fill vacancies up to and including accountability. Inasmuch as it is the District's responsibility to provide a safe working environment, a minimum of 3 personnel will be needed to respond on Engines 305 and 315 as recognized in the CBA. For E725, the goal will be to provide a minimum of 3 personnel to respond, however, for in-district responses only, E725 will respond if staffed with a minimum of a Career Captain and Career Engineer on a Type III "KME" only.

The Union agrees to allow two-person response on a Type III KME for in-district initial defensive fire operations. Actions of this unit are limited due to the limited amount of personnel. The district recognizes this is not adequate personnel for interior fire operations and is limited to only M33. Two-person engine response will not be allowed on a Type I PUC engine.

The District and the Union have agreed to the following staffing models based on the number of employees working that day:

10 FTEs on duty / no vacancies / +1 TOD or Volunteer

E315/M31

Career Officer
Career Engineer
Career Firefighter

M32

Career Firefighter
Career Firefighter

E305

Career Officer
Career Engineer
Career Firefighter

E725/M33

Career Officer
Career Engineer
TOD/Volunteer Firefighter

10 FTEs on duty / no vacancies

E315/M31

Career Officer
Career Engineer
Career Firefighter

M32

Career Firefighter
Career Firefighter

E305

Career Officer
Career Engineer
Career Firefighter

E725/M33 (*In-District only KME)

Career Officer
Career Engineer

9 FTEs on duty / 1 vacancy / +2 TOD or Volunteers**E315/M31**

Career Officer
Career Engineer
Career Firefighter

M32

Career Firefighter
Career Firefighter

E305

Career Officer
Career Engineer
TOD/Volunteer Firefighter

E725/M33

Career Officer
Career Engineer
TOD/Volunteer Firefighter

9 FTEs on duty / 1 vacancy / +1 TOD or Volunteer**E315/M31**

Career Officer
Career Engineer
Career Firefighter

M32

Career Firefighter
Career Firefighter

E305

Career Officer
Career Engineer
TOD/Volunteer Firefighter

E725/M33 (*In-District only KME*)

Career Officer
Career Engineer

9 FTEs on duty / 1 vacancy / No TOD or Volunteer**E315/M31**

Career Officer
Career Engineer
Career Firefighter

E725/M33

Career Officer
Career Engineer
Career Firefighter

E305/M32

Career Officer
Career Engineer
Career Firefighter

8 FTEs on duty / 2 vacancies / +1 TOD or Volunteer**E315/M31**

Career Officer
Career Engineer
Career Firefighter

E725/M33

Career Officer
Career Engineer
TOD/Volunteer Firefighter

E305/M32

Career Officer
Career Engineer
Career Firefighter

8 FTEs on duty / 2 vacancies / No TOD or Volunteer

E315/M31

Career Officer
Career Engineer
Career Firefighter

E725/M33 (*In-District only KME)

Career Officer
Career Engineer

E305/M32

Career Officer
Career Engineer
Career Firefighter